

10-31-13
888



Agenda Sheet for City Council Meeting of:

09/23/2013

Date Rec'd	DocDate
Clerk's File #	OPR 2013-0689
Renews #	

Submitting Dept	POLICE	Cross Ref #	RES 2013-0069
Contact Name/Phone	CARLY 4527	Project #	
Contact E-Mail	CCORTRIGHT@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0680-TASER INTERNATIONAL SOLE SOURCE RESOLUTION		

Agenda Wording

A resolution declaring Taser International (SCOTTSDALE, AZ) as the sole source supplier of the AXON Flex camera system, the Evidence.com management system, and the TASER X26Ps AXON flex body camera and the conjoining software.

Summary (Background)

The Use of Force Commission recommended the Spokane Police Department implement a body camera program as well as standardize equipment. SPD will purchase 220 AXON Flex body cameras, 220 TASER X26Ps, and the data management system Evidence.com to store the related body camera videos and TASER usage information from Taser International. The purchase amount totals \$732,655.56 plus applicable tax and shipping.

Fiscal Impact	Budget Account
Select \$	#
Select \$	#
Select \$	# BudgetAccount3
Select \$	#

Approvals		Council Notifications	
Dept Head	CORTRIGHT, CARLY	Study Session	Public Safety 9/16/2013
Division Director	STRAUB, FRANK	Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	DALTON, PAT	jfranklin	
For the Mayor	SANDERS, THERESA	ccortright	

Additional Approvals	
Purchasing	agolden
	mdoval
	Contract Accounting
	Purchasing

ADOPTED BY SPOKANE CITY COUNCIL

Sept. 23, 2013

[Signature]
SPOKANE CITY CLERK
Acting

RECEIVED
 10.31.13
 CITY CLERK'S OFFICE
 SPOKANE, WA



Statement of Work for Professional Services Agreement

This Statement of Work (**SOW**) is made and entered into by and between TASER International, Inc., a Delaware corporation (**TASER**) and City of Spokane (WA) (**Agency**). In consideration of the mutual promises contained in the Professional Services Agreement and this SOW, TASER and Agency agree to all terms of this SOW effective as of the date the Agency signs this SOW (**Effective Date**).

1. Project Overview. Agency would like assistance in implementing TASER's camera systems and EVIDENCE.com services (collectively the **Products**). TASER proposes to provide its expertise to implement the Products and to work with Agency to provide an understanding of how to best implement and utilize the Products in Agency's organization.

2. Service Pricing. For the Services identified in this SOW, Agency will pay a fixed fee of \$0. All Services must be completed within 6 months. Any delays by the Agency may result in additional fees due to TASER, and delay in TASER's completion of the Services. Payment obligations are non-cancelable and amounts paid are non-refundable. All amounts payable under this SOW will be made without setoff or counterclaim, and without any deduction or withholding.

3. Primary Contacts. For this SOW the primary contact for each party is as follows:

Name	Phone	Email
TASER		
Agency	Asst. Police Chief Craig Meidl (509) 625-4117	CMeidl@SpokanePolice.org

4. Scope of Services. The project scope will consist of the following [check applicable package]:

Premium Plus Services

Premium Services

A La Carte Services consisting of ____ number of days for provision of the following Services:

Description of the Service Packages

	Premium Plus Services	Premium Services
System set up and configuration • Setup AXON® Mobile on smart phones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with EVIDENCE.com and evidence transfer manager (ETM) access	1 on-site session	virtual assistance



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Description of the Service Packages		
	Premium Plus Services	Premium Services
<ul style="list-style-type: none"> • Work with IT to install EVIDENCE Sync software on locked-down computers (if applicable) 		
<p>ETM installation</p> <ul style="list-style-type: none"> • Work with Agency to decide ideal location of ETM setup and set configurations on ETM if necessary • Authenticate ETM with EVIDENCE.com using "admin" credentials from Agency • Work with Agency's IT to configure its network to allow for maximum bandwidth and proper operation within Agency's network environment 	on-site assistance	virtual assistance
<p>Dedicated Project Manager</p> <p>Assignment of a specific TASER representative for all aspects of planning the Product roll out (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4-6 weeks prior to roll out.</p>	✓	✓
<p>Weekly project planning meetings</p> <p>Project Manager will develop a Microsoft® Project plan for the roll out of AXON camera units, ETMs and EVIDENCE.com account training based on size, timing of roll out and Agency's desired level of training. Up to 4 weekly meetings leading up to the ETM installation of not more than 30 minutes in length.</p>	✓	✓
<p>Best practice implementation planning session 1 on-site session to:</p> <p>Provide considerations for establishment of video policy and system operations best practices based on TASER's observations with other agencies</p> <p>Discuss importance of entering meta-data in the field for organization purposes and other best practice for digital data management</p> <p>Provide referrals to other agencies using the AXON camera products and EVIDENCE.com services</p> <p>Create project plan for larger deployments</p> <p>Recommend roll out plan based on review of shift schedules</p>	✓	
<p>System Admin and troubleshooting training sessions</p> <p>2 on-site sessions - each providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for EVIDENCE.com.</p>	✓	
<p>AXON instructor training</p> <p>Prior to general user training on AXON camera systems and</p>	training for up to 5 individuals at the	training for up to 2 individuals at the



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Description of the Service Packages		
	Premium Plus Services	Premium Services
EVIDENCE.com services, TASER's on-site professional services team will provide training with the goal of certifying instructors who can support the Agency's subsequent AXON camera and EVIDENCE.com training needs.	Agency	Agency
End user go live training and support sessions Provide individual device set up and configuration assistance; pairing with viewers when applicable; and training on device use, EVIDENCE.com and EVIDENCE Sync.	6 on-site sessions	3 on-site sessions
Implementation document packet EVIDENCE.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide	✓	✓
Post go live review session	on-site assistance	virtual assistance

5. Out of Scope Services. TASER is responsible to perform only the Services described above in Section 4. Any additional services discussed or implied that are not defined explicitly by this SOW will be considered out of the scope.

6. Key Assumptions. The Services, fees, and delivery schedule for this project are based on the following assumptions:

- a. Agency's relevant systems are available for assessment purposes prior to TASER's arrival at the Installation Site.
- b. All work will be performed by TASER's personnel during normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays unless otherwise agreed to in advance.
- c. All tasks on-site will be performed over a consecutive timeframe unless otherwise agreed to by TASER and Agency.
- d. Agency representatives will be available to provide timely and accurate information.

7. Acceptance Checklist.

- a. TASER will present Agency with an Acceptance Checklist (**Checklist**) upon TASER's completion of the Services. Agency will sign the Checklist acknowledging completion of the Services once the on-site service session has been completed.
- b. If Agency reasonably believes that TASER did not complete the Services in substantial conformance with this SOW, Agency will notify TASER in writing of its specific reasons for rejection of



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the Services within 7 calendar days from delivery of the Checklist to Agency. TASER will address Agency's issues and then will re-present the Checklist for Agency's approval and signature.

c. If TASER does not receive the signed Checklist or a written notification of the reasons for the rejection of the performance of the Services from Agency within 7 calendar days of delivery of the Checklist to Agency, the absence of Agency's response will constitute the Agency's affirmative acceptance of the Services, and a waiver of any Agency right of rejection.

8. **General.** Any changes to this SOW must be agreed to in writing by both parties. All parties understand and acknowledge that this SOW identifies the work to be performed and the associated pricing, and further acknowledges that actual work is not authorized to begin until TASER receives the signed Quote and/or the Agency's Purchase Order that includes the Services. Any signatory to this SOW warrants and acknowledges that they are authorized by the entity on behalf of which the signatory is executing this SOW to execute this SOW on its behalf.

TASER International, Inc.	Agency: City of Spokane, WA
By: <u>Susan McWelle</u>	By: <u>David Condon</u>
Name: <u>Susan McWelle</u>	Name: <u>David Condon</u>
Title: <u>VP - Corporate Controls</u>	Title: <u>Mayor</u>
Signature Date: <u>10-28-13</u>	Signature Date: <u>9/30/13</u>
Address:	Address:
17800 N. 85th Street	
Scottsdale, AZ 85050	
Attn: General Counsel	Phone: _____
Fax: 480-905-2027	Email: _____
Email: legal@taser.com	Attest: <u>Jeri R. [Signature]</u>
	Spokane City Clerk

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Professional Services Agreement

This Professional Services Agreement (**Agreement**) is made and entered into by and between TASER International, Inc., a Delaware corporation (**TASER**) and City of Spokane, WA (**Agency**). In consideration of the mutual promises contained in this Agreement, TASER and Agency agree to all terms of the Agreement effective September __, 2013 (**Effective Date**).

Background

TASER is a manufacturer of various TASER® brand products, including conducted electrical weapons, on-officer video and recording devices, and cloud based data storage systems. Agency seeks assistance in deploying and implementing its TASER camera systems and EVIDENCE.com™ service solutions.

Terms and Conditions

1. Term and Pricing.

- a. **Term.** The term of this Agreement commences on the Effective Date.
- b. **Service Pricing.** All Services performed by TASER will be rendered in accordance with the fees set forth in Quote No. Q-02355-3 issued to the Spokane Police Department.
- c. **Taxes.** Agency is responsible for any sales or use taxes assessed on its payment for Services and Products. TASER will itemize sales or use taxes separately on TASER's invoices. TASER is responsible for all other taxes, duties and fees. If Agency is exempt from taxation for the Services or Products, it must submit an exemption certificate to TASER.

2. Delivery of Services.

- a. **Statements of Work.** Each SOW will define the specific Services to be provided, work schedule, location of Services, fees and expenses and other particulars that will govern the Services under the SOW. Unless any provisions of this Agreement are specifically excluded or modified in a particular SOW, each SOW will be deemed to incorporate all the terms and conditions of this Agreement and may contain additional terms and conditions as the parties may mutually agree too. No SOW will be binding on either party unless executed in writing by each party's authorized representative. If any provision of this Agreement conflicts with a provision of any SOW, then the provision of this Agreement controls.
- b. **Hours and Travel.** TASER's personnel will work within Agency's normal business hours. Travel time by TASER's personnel to Agency's premises will not be charged as work hours performed.
- c. **Changes to Services.** Changes to the scope of Services set forth in a SOW must be documented and agreed upon by the parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the parties and included in the change order, signed by both parties.
- d. **Delays.** If any delays are caused by Agency, Agency will be responsible for any costs incurred by TASER in preparing for the performance of the Services, and TASER will be entitled to recover these costs from Agency, including travel related costs. The non-performance or delay by TASER of its obligations under this Agreement will be excused if and to the extent the non-performance or delay results directly from the failure by Agency to perform the Agency Responsibilities. If any failure or delay by Agency to perform any of the Agency Responsibilities prevents or delays TASER's performance of its obligations under this Agreement, TASER will be entitled to a reasonable extension of time to the applicable performance dates to reflect the extent of the impact of the failure or delay by Agency.
- e. **Performance Warranty.** TASER warrants that it will perform the Services described in the SOW in accordance with the requirements and specifications set forth in the SOW and will perform the Services in a good and workmanlike manner. In the event the Services do not meet the requirements and specifications agreed upon, Agency will provide TASER with written notice and details of the alleged



Professional Services Agreement

non-complying Services within seven (7) calendar days after completion of the Services involved. After determination by TASER that the Services were not in conformance to the requirements and specifications of the SOW, TASER will re-perform the non-complying Services at no additional cost.

3. Agency's Responsibilities. TASER's successful performance of the Services depends upon Agency's:

- a. Providing access to the building facilities and where TASER is to perform the Services, subject to safety and security restrictions imposed by the Agency (this includes providing security passes or other necessary documentation to TASER representatives performing the Services permitting them to enter and exit the Agency's premises with laptop personal computers and any other materials needed to perform the Services); Providing suitable workspace with telephone and internet access for TASER's personnel while working at the Installation Site and in Agency's facilities;
- b. Ensuring that prior to TASER's arrival at the Installation Site that its network and systems comply with the following system requirements posted at <http://www.taser.com/products/digital-evidence-management/evidence>;
- c. Timely implementation of operating procedures, audit controls, and other procedures necessary for Agency's intended use of the Products;
- d. Providing all necessary infrastructure information (TCP/IP addresses, node names and network configuration) necessary for TASER to provide the Services;
- e. Making any required modifications, upgrades or alterations to its hardware, facilities, systems and networks related to TASER's performance of the Services prior to TASER's arrival;
- f. Promptly installing and implementing any and all software updates provided by TASER;
- g. Ensuring that all appropriate data backups are performed;
- h. Providing to TASER the assistance, participation, review and approvals described in the SOW and participating in testing of the Products as requested by TASER;
- i. Providing TASER with remote access to its EVIDENCE.com account when required for TASER to perform the Services;
- j. Designating a representative who will be the main point of contact for all communication with TASER relative to the SOW and who has the authority to act on the Agency's behalf in matters regarding the SOW;
- k. Ensuring the reasonable availability by phone or pager of knowledgeable staff and personnel, system administrators and operators to provide timely, accurate, complete and up-to-date documentation and information for the duration of the SOW (these contacts are to provide background information and clarification of information required to perform the Services);
- l. Instructing its personnel so that they are, at all times, educated and trained in the proper use and operation of the Products and that the Products are used in accordance with applicable TASER manuals and instructions; and
- m. Identifying in advance any holidays, non-work days, or major events that may impact the project.

4. Authorization to Access Computer Systems to Perform Services. Agency authorizes TASER to access its relevant computers and network systems solely for the purpose of performing the Services. TASER will work diligently to identify as soon as reasonably practicable the resources and information it expects to use, and will provide an initial itemized list to Agency. Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

5. Site Preparation and Installation. Prior to delivering any Services identified in a SOW, TASER will provide Agency with 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related



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Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by Agency or TASER), Agency must prepare the Installation Site in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, Agency must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by TASER under this Agreement, including the environmental specifications for such Products, TASER will provide the updates or modifications to the Agency when they are generally released by TASER to its customers.

6. Liability for Loss or Corruption of Data. The parties' default obligations concerning the liability for any loss or corruption of data under the SOW are as follows:

a. Agency is responsible for: (i) instituting proper and timely backup procedures for Agency's software and data; (ii) creating timely backup copies of any Agency software or data that may be damaged, lost, or corrupted due to TASER's provision of Services; and (iii) using backup copies to restore any Agency software or data in the event of any loss of, damage to, or corruption of the operational version of the Agency's software or data, even if such damage, loss, or corruption is due to TASER's negligence.

b. If, as a direct result of TASER's negligence in performing the Services, Agency's software or data is damaged, lost, or corrupted, TASER will assist Agency in loading the media (e.g., tape) in which Agency stored the backup copy of its software or data onto the server, mainframe, or other computer system to which Agency's software or data is to be restored. The assistance provided by TASER may consist of telephone support to the Agency's personnel performing the software or data restoration. However, TASER's assistance is conditioned upon TASER being notified by Agency within 24 hours of Agency becoming aware that the Agency's software or data has been damaged, lost, or corrupted as a direct result of TASER's negligence in performing the Services. However, regardless of any assistance provided by TASER: (i) TASER will in no way be liable for the accuracy, completeness, success, or results of the Agency's efforts to restore Agency's software or data; (ii) any assistance provided by TASER under this Section is without warranty, express or implied; and (iii) in no event will TASER be liable for loss of, damage to, or corruption of Agency data from any cause.

c. The section does not apply to Agency data stored on EVIDENCE.com and covered by the EVIDENCE.com Master Service Agreement.

7. Intellectual Property. TASER owns all right, title and interest in all Pre-Existing Works and Documentation. TASER grants to Agency, unless otherwise agreed in writing by the parties, a perpetual, non-revocable, royalty-free, non-exclusive, right and license to use, execute or copy, the Pre-Existing Works provided to Agency in connection with the delivery of Services and in accordance with this Agreement.

8. Confidentiality. A receiving party may use the disclosing party's Confidential Information only in connection with TASER's performance of the Services under this Agreement. The receiving party will not disclose the disclosing party's Confidential Information during the Term or at any time during the 5 year period following the end of the Term. The receiving party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of the disclosing party's Confidential Information, including, at a minimum, those measures taken to protect its own confidential information of a similar nature.

9. Indemnification. Except to the extent caused by the negligent acts or willful misconduct of Agency, TASER will indemnify, defend and hold the Agency, its officers, directors, employees, agents, and permitted assigns (each **Agency Indemnitee**) harmless from and against all claims, demands, losses,



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liabilities, costs, expenses and reasonable attorneys' fees, arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission or willful misconduct of TASER under or related to this Agreement.

10. Limitation of Liability. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE WARRANTIES STATED HEREIN ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY TASER. TASER DOES NOT MAKE AND HEREBY DISCLAIMS, AND AGENCY HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. EXPRESSLY EXCLUDED ARE ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER STATUTORY OR COMMON LAW WARRANTY. UNDER NO CIRCUMSTANCES WILL EITHER PARTY HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, EXCEPT FOR OBLIGATIONS OF CONFIDENTIALITY AND INDEMNIFICATION SET FORTH IN THIS AGREEMENT, THE LIABILITY OF EITHER PARTY TO THE OTHER PARTY FOR ANY REASON AND UPON ANY CAUSE OF ACTION WHATSOEVER WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID TO TASER UNDER THIS AGREEMENT FOR THE SERVICES IN THE PRIOR 12 MONTHS PRECEDING THE CLAIM. NOTHING IN THIS SECTION LIMITS AGENCY'S OBLIGATIONS UNDER SECTION 2.

11. Insurance. TASER will maintain at its own expense and in effect during the Term of this Agreement, insurance coverage as set out below, and will furnish certificates of insurance or self-insurance, in duplicate form upon the Agency's request:

- a. Commercial General Liability Insurance with limits of \$1,000,000 per occurrence for Bodily Injury, Property Damage, and Personal and Advertising Injury.
- b. Workers' Compensation Insurance in compliance with the statutory requirements of the state in which the Services are performed and Employers' Liability Insurance with limits of not less than \$500,000 each Accident and Disease per Employee/Policy Limit.
- c. Commercial Automobile Liability Insurance covering hired and non-owned vehicles for which TASER may be responsible with limits of \$1,000,000 per occurrence Bodily Injury and Property Damage.

12. General.

a. **Non-Discriminatory Employment.** TASER will not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. TASER understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes.

b. **Notifications.** Any notice permitted or required under this Agreement will be deemed to have been given if it is in writing and personally served or delivered, mailed by registered or certified mail (return receipt requested), delivered by a national overnight courier service with confirmed receipt, or sent by email to the parties at the addresses listed in the signature block at the end of this Agreement.

c. **Force Majeure.** TASER will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond TASER's reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

d. **Independent Contractors; Non-Exclusive Rights.** The parties are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

e. **No Third Party Beneficiaries.** This Agreement does not create any third party beneficiary rights



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in any individual or entity that is not a party to this Agreement.

f. Entire Agreement; Modification. This Agreement, including all attachments and SOWs, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning TASER's provision of the Services. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties.

g. Voluntary Agreement. This Agreement was negotiated and executed voluntarily and is not the result of duress, fraud, undue influence or any threat of any kind. All parties had the opportunity to consider this Agreement, to consult with counsel, and fully understand the Agreement.

h. Assignment. Neither party may assign or otherwise transfer this Agreement or any of its rights and obligations under this Agreement without the prior written approval of the other party; except that TASER may assign or otherwise transfer this Agreement or any of TASER's rights or obligations under this Agreement without the consent of Agency (a) in connection with a merger, acquisition or sale of all or substantially all of TASER's assets, or (b) to as part of a corporate reorganization. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

i. Applicable Law. The validity, construction, interpretation, and administration of this Agreement will be governed by and must be interpreted under the laws of the State in which the Services are performed.

j. Litigation Costs. In the event of any legal action to enforce the provisions of this Agreement, the successful party in enforcing any provision of this Agreement will be awarded that party's reasonable attorneys' fees and costs.

k. Severability. This Agreement is contractual and not a mere recital. Sections 1, 3, 4, 10-14 and 16 will continue in force and effect after termination of this Agreement. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

l. Waiver. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of the provision nor limit the party's right to enforce the provision at a later time.

m. Headings. All headings are for reference purposes only and must not affect the interpretation of the Agreement.

n. Counterparts. This Agreement may be executed in several counterparts that together constitute one and the same instrument.

o. Signatory. Any signatory to this Agreement warrants and acknowledges that they are authorized by the entity on behalf of which the signatory is executing this Agreement to execute this Agreement on its behalf.

13. Definitions.

"Confidential Information" means any and all financial, technical, legal, marketing, network and/or other business information, know-how, plans, records, files, file layouts, manuals, documentation or data (including, but not limited to, computer programs, code systems, applications, analyses, passwords, procedures, output, software sales, personal individual information, and lists compilations). All information communicated during the course of this Agreement, whether written or oral, will be assumed confidential even if it is not specifically noted as such at the time of the disclosure. Both parties acknowledge and agree that a disclosing party's Confidential Information is the proprietary property of the disclosing party and constitutes valuable trade secrets. Nothing in this Agreement will be construed as granting the receiving party any right of use, title or interest in the disclosing party's Confidential Information.

"Installation Site" means the location(s) described in a SOW where the Products are to be installed



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by TASER or the Agency (as described in the SOW).

"Products" means all equipment, software, cloud based services, Product User Documentation and software maintenance releases and updates provided by TASER under a SOW.

"Product User Documentation" means either (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relate to the Services provided under this Agreement, or (ii) user manuals, technical manuals, training manuals, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Products provided under this Agreement.

"Services" means the professional services provided by TASER pursuant to this Agreement and described in a SOW.

"Statement of Work" ("SOW") means a document executed by both parties which sets forth the Services to be performed by TASER under the terms and conditions set forth in this Agreement.

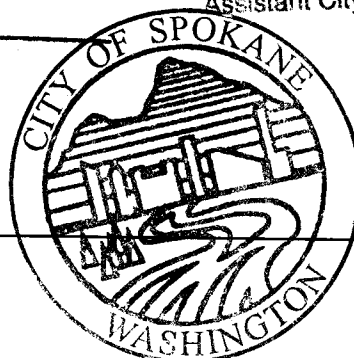
<p>TASER International, Inc. By: <u>Susan M Wallace</u> Name: <u>Susan M Wallace</u> Title: <u>VP Corporate Controller</u> Signature Date: <u>10-28-13</u></p> <p>Address: 17800 N. 85th Street Scottsdale, AZ 85050 Attn: General Counsel Fax: 480-905-2027 Email: legal@taser.com</p>	<p>Agency: City of Spokane, WA By: <u>David A. Condon</u> Name: <u>David Condon</u> Title: <u>Mayor</u> Signature Date: <u>9/30/13</u></p> <p>Address: _____ _____ _____</p> <p>Email: _____</p>
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Approved as to form:

Attest: Leri R. Hester
Spokane City Clerk

D. Bruns
Assistant City Attorney



TASER International, Inc.'s Hardware Warranty, Limitations and Release for Law Enforcement CEW Products and On-Officer Cameras (U.S. and Canada)

(Effective September 9, 2013)

City of Spokane, WA – for Quote No. Q-02355-3

The following TASER International, Inc. (TASER) warranty provisions are applicable on all sales or transfers of TASER Law Enforcement Products, including conducted electrical weapons (CEWs), on-officer audio/video cameras and related accessories.¹ The term "Purchaser" means any purchaser, possessor, or user of the TASER brand products. **BY USING THE TASER PRODUCT YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THE WARRANTY AS SET OUT BELOW.**

Manufacturer's Limited Warranty²

TASER warrants that its Law Enforcement Hardware Products³ are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly.⁴ TASER-Manufactured Accessories⁵ are covered under a limited 90-DAY warranty from the date of receipt. Non-TASER manufactured accessories are covered under the manufacturer's warranty. In the event any country or state imposes a longer express warranty term than

that described in this warranty document, then the country or state's term will take precedence.

If a valid warranty claim is received by TASER within the warranty period, TASER agrees to repair or replace the product which TASER determines in its sole discretion to be defective under normal use, as defined in the product instructions. TASER's sole responsibility under this warranty is to either repair or replace with the same or like product, at TASER's option.

Optional Extended Hardware Warranty for AXON flex, AXON body, ETM, TASER CAM HD, X2, X26, and X26P

The optional extended warranty, when available, may only be purchased at the point of sale of the product. The extended warranty runs from the date of receipt of the extended warranty through the balance of the 1-year limited warranty plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. Purchaser may not buy more than one extended warranty for any one specific product. The extended warranty does not cover user-removable battery replacement, abuse, intentional or deliberate damage to the product, or force majeure during the extended warranty period.⁶ For customers who purchase an extended warranty TASER warrants it will repair or replace the TASER product, which fails to function for any reason not excluded by this warranty, during the extended warranty period with the same or like product, at TASER's option. Purchaser may not buy a new extended warranty

for any replacement or repaired product which is replaced or repaired under the extended warranty.

Exclusions and Limitations

A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes TASER's property. After the warranty period, TASER may, at its sole option, repair or replace a TASER product for a fee. A paid for out-of-warranty repair or replacement product comes with the manufacturer's limited warranty.

This warranty does not apply and TASER will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the product's use; (b) damage caused by use with non-TASER products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by TASER; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a product or part that has been repaired or modified by persons other than TASER authorized personnel or without the written permission of TASER; or (e) if any TASER serial number has been removed or defaced.

To the extent permitted by law, this warranty and the remedies set forth above are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law. TASER specifically disclaims any and all statutory or implied warranties, including without limitation, warranties of merchantability, design, fitness for a particular purpose, arising

¹ The warranty does not apply to software or services offered for, by, on, or through the TASER.com or EVIDENCE.com websites. This warranty only applies to hardware.

² A product's estimated useful life or expiration date may not be the product's warranty expiration date.

³ TASER Law Enforcement Hardware Products include TASER X2, X26, and X26P, and Shockwave CEWs, as well as Simulation Handles assembled by TASER, TASER CAM and TASER CAM HD recorders, CEW cartridges, Smart cartridges, AXON flex controller, AXON flex camera (including the universal magnet clip), AXON body camera, and Evidence Transfer Managers (ETMs).

⁴ Broken blast doors are not covered under TASER's limited warranty.

⁵ TASER-Manufactured Accessories include, but are not limited to: batteries; battery chargers; carrying cases; cables; docking bars; USB data download kits; headbands; holsters; mounts; DPM, XDPM, GDDPM, PPM, TPPM, APPM, XPPM, TPM, and Shockwave Power Magazine modules; and the X-Rail mounting system.

⁶ The manufacturer's limited warranty provides coverage for AXON flex camera, AXON flex controller or AXON body batteries that have failed or are exhibiting diminished capacity as result of a manufacturing defect. Under the extended warranty, replacement of the AXON flex camera battery, AXON flex controller battery, and AXON body battery are covered.



TASER International, Inc.'s Hardware Warranty, Limitations and Release for Law Enforcement CEW Products and On-Officer Cameras (U.S. and Canada) (Effective September 9, 2013)

City of Spokane, WA -- for Quote No. Q-02355-3

from a course of dealing, usage or trade practice, warranties against hidden or latent defects, and warranties against patent infringement. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this warranty document.

The remedies provided for in the above warranty are expressly in lieu of any other liability TASER may have. TASER's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any TASER product will not exceed the purchase price paid to TASER for the product. In no event will TASER be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory, even if TASER has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and notwithstanding any failure of essential purpose of any exclusive remedy provided in this warranty. Some local laws do not allow for the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. Any repair to or replacement of any product under this warranty may result in a loss of programs or data.

Release

Purchaser agrees to release TASER from any and all liability arising out of the deployment, use, or misuse of the TASER product, including any claims for damages and personal injuries.

Purchaser agrees to assume all risks of loss and all liability for any damages and personal injury which may result from the deployment, use, or misuse of the TASER product. TASER is not liable for the failure of the TASER product to perform and TASER is not liable for any claims made by a third party or by Purchaser for or on behalf of a third party.

Purchaser Responsibilities and Product Registration

Purchaser should update product software and/or firmware as they become available through TASER, as well as perform periodic data uploads to EVIDENCE.com services or download/backup copies of the information, data, and/or video contained on the TASER product storage media to protect the contents and as a precaution against possible operational failures.

To register your TASER product, please go to www.taser.com/register. Registration of your product allows TASER to contact you with important product notifications and provides a record in case of product loss or theft. Registration is voluntary and failure to register will not diminish your limited warranty rights.

Warranty Repair Procedure

For warranty return and repair procedures, including troubleshooting guides, please go to TASER's websites www.taser.com/support or www.evidence.com, as indicated in the appropriate product user manual or quick start guide.

Failure to provide the required information for the returned product will delay the return of the repaired or replaced item. If Purchaser fails to provide the required information, including the RMA number, then TASER assumes no liability for loss of the returned product. Any TASER product that has not been paid for, when required, or for which the

required information has not been provided during a period of 90 days after receipt of the TASER product by TASER is deemed abandoned and TASER may dispose of the TASER product without any liability, compensation, or further notification to Purchaser.

Before you deliver your product for warranty service, it is your responsibility to upload the data contained in the product to the EVIDENCE.com services or download the product and keep a separate backup copy of the contents. During warranty service the contents of the storage media will be deleted and reformatted. TASER is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services. The product will be returned to you configured as originally purchased, subject to applicable firmware updates. Recovery and reinstallation of software programs and user data are not covered under this warranty. *If you require attempted data recovery this must be specifically requested (and a fee may be required) or the contents of your product will be deleted and the storage media reformatted in the course of warranty service.*

General

This warranty supersedes any prior, contrary, or additional representations, whether written or oral. This warranty is TASER's only hardware warranty and may not be changed or enlarged by any agent, employee, distributor, dealer, or other person. This warranty, including any extended warranty, is non-transferable.

AXON flex™, AXON body™, Shockwave™, Smart TASER CAM™, X2™, X26™, X26P™, X-Rail™, Protect Life™ and Protect Truth™ are trademarks of TASER International, Inc., and TASER® and Ⓞ are registered trademarks of TASER International, Inc., registered in the U.S. © 2013 TASER International, Inc. All rights reserved.





EVIDENCE.com Master Service Agreement

BY USING THE SERVICE OFFERINGS YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND YOU ACCEPT AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS. You represent to us that you are lawfully able to enter into contracts and if you are entering into this Agreement for an entity, such as the company, municipality, or government agency you work for, you represent to us that you have legal authority to bind that entity. If you do not have this authority, do not use the Service Offerings. If you disagree with any of the terms below, we do not grant you the right to use the Service Offerings and you should immediately discontinue all use of the Service Offerings.

In consideration of the mutual promises contained in this Agreement, the parties agree to all terms of the Agreement effective on the date you first agreed to this Agreement or first began using the Service Offerings (**Effective Date**).

Terms and Conditions

This EVIDENCE.com Master Service Agreement (**Agreement**) contains the terms and conditions that govern your access to and use of the Service Offerings and is an agreement between TASER International, Inc. (**TASER, we, us, or our**) and you or the entity you represent (**Agency or you**). This Agreement takes effect on the **Effective Date**. Please see Section 14 for definitions of certain capitalized terms used in this Agreement.

1. Use of the Service Offerings.

1.1 Generally. You may access and use the Service Offerings in accordance with this Agreement. You will adhere to all laws, rules, and regulations applicable to your use of the Service Offerings, including the Acceptable Use Policy and the other Policies as defined in Section 14.

1.2 User Subscriptions. Service Offerings are purchased as subscriptions, and may only be accessed by End Users. Additional End Users may be added during the Term at the pricing in effect at the time of purchase of additional End Users, prorated for the duration of the subscription term. Additional End User accounts will terminate on the same date as the pre-existing subscriptions.

1.3 Your Account. To access the Services, you must create at least one administrator account associated with a valid e-mail address. All user accounts must also be associated with a valid email address. Unless explicitly permitted by the Service Terms, you may only create one account per email address. You are responsible for all activities that occur under your account, regardless of whether the activities are undertaken by you, your employees or a third party (including your contractors or agents) and, except to the extent caused by our breach of this Agreement, we and our affiliates are not responsible for unauthorized access to your account. You will contact us immediately if you believe an unauthorized third party may be using your account or if your account information is lost or stolen. You may access and download Your Content during the Term and in accordance with the terms of this Agreement. You may terminate your account and this Agreement in accordance with Section 7.2.

1.4 Support. We may make available to you updates (**Updates**) to the Service Offerings. Updates may be provided electronically via the Internet or via media (e.g., CD-ROM) as determined solely by us. It is your responsibility to establish and maintain adequate access to the Internet in order to receive the Updates. We do not provide Internet Service Provider (ISP) services. You are responsible for maintaining the computer equipment necessary for your use of the Service Offerings. At our sole discretion, we may provide technical support for the current and prior release(s)/version(s) of software for a period of six (6) months following the date the subsequent release/version is made generally available.

2 Changes.

2.1 To the Service Offerings. We may change, discontinue, or deprecate any of the Service Offerings (including the Service Offerings as a whole) or change or remove features or functionality of the Service Offerings from time to time. We will notify you of any material change to or discontinuation of the Service Offerings.

2.2 To the APIs. We may change, discontinue or deprecate any APIs for the Services from time to time but will use commercially reasonable efforts to continue supporting the previous version of any API changed, discontinued, or deprecated for 6 months after the change, discontinuation, or deprecation (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities).

3 Security and Data Privacy.

3.1 Security. Without limiting Section 11 or your obligations under Section 4, we will implement reasonable and appropriate measures designed to help you secure Your Content against accidental or unlawful loss, access or disclosure.

3.2 Data Privacy. In order to operate and provide the Service Offerings, we collect certain information about and from you. The software sends non-personally identifiable information about Your Content, your IP addresses, information about Service performance, your devices, and your use. In particular, we may access or disclose information about or from you, in order to: (a) perform troubleshooting services for your account at your request; (b) comply with the law or respond to lawful requests or legal process; (c) protect our rights or property or that of our customers, including the enforcement of our agreements or policies governing your use of the Service Offerings; or (d) perform analytic and diagnostic evaluations of the systems.

3.3 Data Regions. TASER will determine the geographic region(s) in which Your Content will be stored and accessible by your End Users. We will not move Your Content from the selected regions without notifying you, unless required to comply with the law or requests of a governmental or regulatory body (including subpoenas and court orders).

3.4 Consent to Transfer of Content. By using the Service Offerings, you consent to the transfer of Your Content to third parties for the purpose of storage of Your Content. Third parties responsible for storage of Your Content are contracted by TASER for data storage services. Ownership of Your Content remains with you.

4 Your Responsibilities.

4.1 Your Content. You are solely responsible for the development, content, operation, maintenance, and use of Your Content. For example, you are solely responsible for:

- a. the uploading, management and deletion of Your Content;
- b. the accuracy, quality, integrity and legality of Your Content and of the means by which you acquired Your Content;
- c. setting of permissions, roles and responsibilities regarding Your Content;
- d. using commercially reasonable efforts to prevent unauthorized access to or use of the Service Offerings, and you will notify TASER promptly of any unauthorized access or use;
- e. compliance of Your Content with the Acceptable Use Policy, the other Policies, and the law; and
- f. any claims relating to Your Content;
- g. monitoring system use and storage levels by your designated End Users; and
- h. security of system due to the misuse, theft, or sharing passwords.

4.2 Prohibited Actions. You must not:

- a. make the Service Offerings available to anyone other than your designated End Users;



EVIDENCE.com Master Service Agreement

- b. use the Service Offerings to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;
- c. use the Service Offerings to store or transmit malicious code;
- d. interfere with or disrupt the integrity or performance of the Service Offering or third-party data contained therein; or
- e. attempt to gain unauthorized access to the Service Offerings or related systems or networks.

4.3 Other Security and Backup. You are responsible for properly configuring and using the Service Offerings and taking your own steps to maintain appropriate security and access by your End Users to Your Content. You are responsible for maintaining the security of the user names and passwords of your End Users. Log-in credentials generated by the Services are for your internal use only and you may not sell, transfer or sublicense them to any other entity or person.

4.4 End User Violations. You are responsible for End Users' use of Your Content and the Service Offerings. You will ensure that all End Users comply with your obligations under this Agreement. If you become aware of any violation of your obligations under this Agreement by an End User, you will immediately terminate such End User's access to Your Content and the Service Offerings.

5 Fees and Payment.

5.1 Service Fees. You are responsible for all fees specified in the Quote once signed by an authorized person at your agency. A Purchase Order may be submitted for the fees due in the Quote. Payment obligations are non-cancelable and fees paid are non-refundable. All amounts payable under this Agreement will be made without setoff or counterclaim, and without any deduction or withholding.

5.2 Additional Fees. We reserve the right to charge an additional fee for exceeding your allotted storage amounts based on your contract or purchase agreement with TASER. We also reserve the right to charge additional fees for TASER's assistance in the downloading or exporting of Your Content. We also reserve the right to charge additional fees for future modules and integrations which are in addition to the items listed in your contract or purchase agreement with TASER.

5.3 Invoicing and Payment. Unless otherwise noted on the Quote, all fees for Service Offerings are due and payable within 30 days. At your election, the Service Offering may be billed annually, which will be noted on the Quote. If annual billing is selected, you agree to be invoiced annually absent submission of a separate Purchase Order from your agency. Payment terms are net 30 days for approved credit. We may charge you interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments. If a delinquent account is sent to collections, you are responsible for all collection and attorney fees. At our sole discretion and with prior notice to you, we may condition future subscription renewals on payment terms shorter than those specified in this section.

5.4 Suspension of Service and Acceleration. If any amount owed by you under this Agreement is 30 days or more overdue, we may, without limiting our other rights and remedies, accelerate any unpaid fees so that all obligations become immediately due and payable, and we may suspend the Service Offerings and your access to the Service Offerings until all amounts are paid in full.

5.5 Taxes. All fees and charges payable by you are exclusive of applicable taxes and duties, including VAT and applicable sales tax. If you are legally entitled to an exemption from any sales, use, or similar transaction tax, you are responsible for providing us with legally-sufficient tax exemption certificates for each taxing jurisdiction. We will apply the tax exemption certificates to charges under your account occurring after the date we receive the tax exemption certificates. If any deduction or withholding is required by law, you will notify us and will pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, you will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority. If we

have the legal obligation to pay or collect taxes for which you are responsible, the appropriate amount will be invoiced to and must be paid by you. We are solely responsible for taxes assessable against us based on TASER's income, property and employees.

6 Temporary Suspension.

6.1 Generally. We may suspend your or any End User's right to access or use any portion or all of the Service Offerings immediately upon notice to you if we determine:

- a. your or an End User's use of or registration for the Service Offerings (A) poses a security risk to the Service Offerings or any third party, (B) may adversely impact the Service Offerings or the systems or Content of any other customer, (C) may subject us, our affiliates, or any third party to liability, or (D) may be fraudulent;
- b. you are, or any End User is, in breach of this Agreement, including if you are delinquent on your payment obligations for more than 30 days; or
- c. you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

6.2 Effect of Suspension. If we suspend your right to access or use any portion or all of the Service Offerings:

- a. you remain responsible for all fees and charges you have incurred through the date of suspension;
- b. you remain responsible for any applicable fees and charges for any Service Offerings to which you continue to have access;
- c. you will not be entitled to any credits for any period of suspension; and
- d. we will not delete any of Your Content on EVIDENCE.com as a result of your suspension, except as specified elsewhere in this Agreement.

Our right to suspend your or any End User's right to access or use the Service Offerings is in addition to our right to terminate this Agreement pursuant to Section 7.2.

7 Term; Termination.

7.1 Term.

- a. **Subscription Term.**
 - i. Use of Service Offerings with Hardware. The start date of the initial Subscription Term of this Agreement will be determined based upon the shipment of the hardware, as authorized by you via a signed Quote or executed Purchase Order, which excludes any shipments of hardware related to a test and evaluation order for customers who will use hardware with the Service Offerings. If the hardware is shipped in the first half of a month, then the Subscription Term starts on the 1st of the following month. If the hardware is shipped in the last half of a month, then the Subscription Term begins on the 15th of the following month.
 - ii. Use of Service Offerings on a Stand-Alone Basis. The initial Subscription Term of this Agreement for customers that will use the Service Offerings on a stand-alone basis, without a hardware purchase, will begin on the first of the month following the Effective Date of the Agreement.
 - iii. Length of Term. The Subscription Term of the Agreement will remain in effect for the Subscription Term agreed to in the Quote or purchase agreement, or until terminated by you or us in accordance with Section 7.2.
- b. **Trial Term.** If you signed up for a free test and evaluation of the Service Offerings, you are granted a limited non-exclusive license to use the Service Offerings for the term of the trial period. Upon the expiration of the Trial Term you must purchase a subscription for the Service Offerings to continue to use the Service Offerings to access Your Content. In the event you obtain a subscription for the Service Offerings after your Trial Term, then you will have the option to continue using Your Content stored on the Service Offerings for the Term of your subscription in accordance with Section 7.1(a) above.

7.2 Termination.

- a. **Renewal at End of Term.** This Agreement automatically renews for additional successive Terms of one (1) year each ("Renewal Term") at the list prices then in effect, unless you give us written notice of cancellation sixty (60) days prior to the end of a Term.
- b. **Termination for Convenience.** We may terminate this Agreement for any reason by providing you 30 days advance notice. In the event that we terminate this Agreement under this Section 7.2(c), we will issue you a refund of any prepaid amounts on a prorated basis.
- c. **Termination for Cause.**
 - i. **By Either Party.** Either party may terminate this Agreement for cause upon 30 days advance notice to the other party if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the 30 day notice period.
 - ii. **By Us.** We may also terminate this Agreement immediately upon notice to you (1) for cause, if any act or omission by you or any End User results in a suspension described in Section 6, (2) if our relationship with a third party partner who provides storage, software or other technology we use to provide the Service Offerings expires, terminates or requires us to change the way we provide the storage, software or other technology as part of the Services, (3) if we believe providing the Services could create a substantial economic or technical burden or material security risk for us, (4) in order to comply with the law or requests of governmental entities, or (5) if we determine use of the Service Offerings by you or any End Users or our provision of any of the Services to you or any End Users has become impractical or unfeasible for any legal or regulatory reason.

7.3 Effect of Termination. Upon any termination of this Agreement: (i) all your rights under this Agreement immediately terminate; (ii) you remain responsible for all fees and charges you have incurred through the date of termination; and (iii) Sections 4.1, 5, 7.3, 9 (except the license granted to you in Section 9), 10, 11.2, 12, 13 and 14 will continue to apply in accordance with their terms.

7.4 Return of Your Content after either a Trial Term or Subscription Term.

- a. **Notice Required.**
 - i. For terminations at the end of a Trial Term, Subscription Term or pursuant to Section 7.2(c)(i), you must provide 30 days prior written notice to us that you want Your Content to be available for the applicable download time period set forth in Section 7.4(b).
 - ii. For terminations by us pursuant to Section 7.2(c)(ii), within 30 days after the termination date you must provide written notice to us that you desire Your Content be available for applicable download time period set forth in Section 7.4(b).
- b. **Availability of Your Content After Termination.** Upon proper written request made by you in accordance with Section 7.4(a) above:
 - i. we will not delete any of Your Content as a result of the termination during the 90 days following termination; and
 - ii. during the 90 days following termination you may retrieve Your Content from the Services only if you have paid all amounts due (there will be no application functionality of the Service Offerings during this 90 day period other than the ability for you to retrieve Your Content from the Services). You will not incur any additional fees if you download Your Content from the Services during the 90 day period.
 - iii. If you fail to provide us the required notice during the 30 day period, then we have no obligation to maintain or provide any of Your Content and will thereafter, unless legally prohibited, delete all of Your Content stored in the Service Offerings.
- c. **Post-Termination Assistance.** We will provide you with the same post-termination data retrieval assistance that we generally make available to all customers. Any additional post-termination assistance from us is subject to mutual agreement by you and us and may result in additional fees. For example, requests that TASER provide assistance to you in downloading or

transferring of Your Content will result in additional fees from TASER and TASER will not warranty or guarantee data integrity or readability in the external system.

8 Third-Party Providers.

8.1 Third Party Content. Third Party Content, such as software applications provided by third parties, may be made available directly to you by other companies or individuals under separate terms and conditions, including separate fees and charges. Because we may not have tested or screened the Third Party Content, your use of any Third Party Content is at your sole risk.

8.2 Acquisition of Third-Party Products and Services. We may offer Third-Party Applications for sale. Any acquisition by you of third-party products or services, including but not limited to Third-Party Applications and implementation, customization and other consulting services, and any exchange of data between you and any third-party provider, is solely between you and the applicable third-party provider. We do not warrant or support third-party products or services, whether or not they are designated by us as "certified" or otherwise, except as specified in a Purchase Order. No purchase of third-party products or services is required to use the Service Offerings.

8.3 Third-Party Applications and Your Content. If you install or enable Third-Party Applications for use with Services, you acknowledge that we may allow providers of those Third-Party Applications to access Your Content as required for the interoperation of the Third-Party Applications with the Services. We are not responsible for any disclosure, modification or deletion of Your Content resulting from any access by Third-Party Application providers.

9 Proprietary Rights.

9.1 Your Content. As between you and us, you control and own all right, title, and interest in and to Your Content. Except as provided in this Agreement, we obtain no rights from you to Your Content, including any related intellectual property rights. You consent to our use of Your Content to provide the Service Offerings to you and any of your End Users.

9.2 Adequate Rights. You represent and warrant to us that: (a) you own all right, title, and interest in and to Your Content; (b) you have all rights in Your Content necessary to grant the rights contemplated by this Agreement; and (c) none of Your Content or your End Users' use of Your Content or the Services Offerings will violate the Acceptable Use Policy.

9.3 Service Offerings License. As between you and us, we or our affiliates or licensors own and reserve all right, title, and interest in and to the Service Offerings. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to access and use the Services solely in accordance with this Agreement during the Term of the Agreement. Except as provided in this Section 9, you obtain no rights under this Agreement from us or our licensors to the Service Offerings, including any related intellectual property rights.

9.4 License Restrictions. Neither you nor any of your End Users may use the Service Offerings in any manner or for any purpose other than as expressly permitted by this Agreement. Neither you nor any of your End Users may, or attempt to: (a) permit any third party to access the Service Offerings except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Service Offerings; (c) reverse engineer, disassemble, or decompile the Service Offerings or apply any other process or procedure to derive the source code of any software included in the Service Offerings, or allow any others to do the same; (d) access or use the Service Offerings in a way intended to avoid incurring fees or exceeding usage limits or quotas; (e) copy the Service Offerings in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Service Offerings, except as expressly permitted in this Agreement; (g) resell, rent, loan or sublicense the Service Offerings; (h) access the Service Offerings in order to build a competitive product or service or copy any features, functions or graphics of the Service Offerings; or (i) remove, alter or obscure any



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confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Service Offerings or any copies of the Service Offerings. All licenses granted to you in this Agreement are conditional on your continued compliance this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement. During and after the Term, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Service Offerings you have used. You may only use our trademarks in accordance with the TASER Trademark Use Guidelines (located at www.taser.com).

9.5 Suggestions. If you or your End Users provide any suggestions to us, including suggestions for enhancements or improvements, we will own all right, title, and interest in and to the suggestions, even if you or your End Users have designated the suggestions as confidential. We will be entitled to use the suggestions without restriction. You irrevocably assign to us all right, title, and interest in and to the suggestions and agree to provide us any assistance we may require to document, perfect, and maintain our rights in the suggestions.

9.6 Reservation of Rights. We own all right, title and interest in and to the Service Offerings, including without limitation all Intellectual Property Rights.

10 Indemnification.

10.1 Indemnification by You. You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) your or any of your End Users' use of the Service Offerings (including any activities under your account and use by your employees and personnel); (b) breach of this Agreement or violation of applicable law by you or any of your End Users; (c) Your Content or the combination of Your Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Your Content or by the use of Your Content; (d) a dispute between you and any of your End Users; or (e) a dispute between you and any third-party over your collection or use of Your Content. If we or our affiliates are obligated to respond to a third party subpoena or other compulsory legal order or process described above, you will also reimburse us for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to the third party subpoena or other compulsory legal order or process at our then-current hourly rates. We will promptly notify you of any claim subject to this Section 10.1, but our failure to promptly notify you will only affect your obligations under Section 10.1 to the extent that our failure prejudices your ability to defend the claim. You may: (a) use counsel of your own choosing (subject to our written consent) to defend against any claim; and (b) settle the claim as you deem appropriate, provided that you obtain our prior written consent before entering into any settlement. We may also assume control of the defense and settlement of the claim at any time.

10.2 Indemnification by TASER. TASER will defend, indemnify, and hold you harmless, and each of your respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim alleging that the use of the Service Offerings as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. You must provide TASER with prompt written notice of each such claim, tender to TASER the defense or settlement of each such claim at TASER's expense, and cooperate fully with TASER in the defense or settlement of each such claim. If TASER receives notice of an alleged infringement, or if your use of the Service Offerings will be prevented by permanent injunction, TASER may, at its sole option and expense, procure for you the right to continue using the Service Offerings as provided in this Agreement, modify the Service Offerings so that it no longer infringes, replace the TASER Service Offerings with other services of equal or superior functional capability, refund to you all amounts paid by you to TASER under this Agreement



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for the Service Offerings in the 1-year period immediately preceding the first event giving rise to the claim of infringement, or in the case of trademark infringement, instruct you to use an alternative trademark. TASER has no liability to you or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the TASER Service Offerings by you or any third party; (b) use of the TASER Service Offerings in connection or in combination with equipment, devices, or services not provided by TASER; (c) the use of TASER Service Offerings other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by TASER as part of or in connection with the Service Offerings.

10.3 Exclusive Remedy. This Section 10 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

11 Warranties and Disclaimers.

11.1 Warranty. Subject to Section 12, TASER represents and warrants to you that the Services will perform materially in accordance with the Documentation and will be performed in a timely and professional manner by qualified persons with the technical skills, training and experience to perform the Services.

11.2 Disclaimers. THE SERVICE OFFERINGS ARE PROVIDED "AS IS." WE AND OUR AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICE OFFERINGS OR THE THIRD PARTY CONTENT, INCLUDING ANY WARRANTY THAT THE SERVICE OFFERINGS OR THIRD PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR CONTENT OR THE THIRD PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, OR THAT THE SERVICE OFFERINGS WILL MEET YOUR REQUIREMENTS. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE SERVICES OFFERINGS IS IN ACCORDANCE WITH APPLICABLE LAW. YOU ARE SOLELY RESPONSIBLE FOR: (A) ALL DATA BEFORE IT IS UPLOADED TO THE SERVICE OFFERINGS; (B) CONFIGURING AND SETTING UP ANY HARDWARE OR NETWORKS THAT YOU CONNECT TO THE SERVICE OFFERINGS; (C) YOUR NETWORKS AND HOW THEY MAY INTERACT WITH THE HARDWARE, SOFTWARE OR SERVICE OFFERINGS; AND (D) ANY SECURITY SETTINGS YOU ESTABLISH TO INTERACT WITH OR ON THE SERVICE OFFERINGS. TASER DISCLAIMS ANY WARRANTIES OR RESPONSIBILITY FOR DATA CORRUPTION OR ERRORS BEFORE THE DATA IS UPLOADED TO THE SERVICE OFFERINGS. All warranties or guarantees given or made by us with respect to the Service Offerings are solely for the benefit of you and your End Users and are not transferable and are null and void if you breach any term or condition of this Agreement.

12 Limitations of Liability.

WE AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (i) TERMINATION OR SUSPENSION OF THIS



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AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS, (ii) OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICE OFFERINGS, OR, (iii) WITHOUT LIMITING ANY OTHER OBLIGATIONS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE GREATER OF \$100,000 OR THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE OFFERINGS THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM. NOTHING IN THIS SECTION 12 LIMITS YOUR OBLIGATIONS UNDER SECTION 5.

13 Miscellaneous.

13.1 Confidentiality. You may use our Confidential information only in connection with your use of the Service Offerings as permitted under this Agreement. You will not disclose our Confidential Information during the Term or at any time during the 5 year period following the end of the Term. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of our Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature.

13.2 Force Majeure. We and our affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

13.3 Independent Contractors; Non-Exclusive Rights. The parties are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

13.4 No Third Party Beneficiaries. This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

13.5 U.S. Government Rights. The Service Offerings are provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Service Offerings. If you are using the Service Offerings on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, you will immediately discontinue your use of the Service Offerings. The terms "commercial item" "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

13.6 Import and Export Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the U.S. Office of Foreign Assets Control. You are solely responsible for compliance related to the manner in which you choose to use the Service Offerings, including your



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transfer and processing of Your Content, the provision of Your Content to End Users, and the region in which any of the foregoing occur.

13.7 Notice.

- a. **To You.** We may provide any notice to you under this Agreement by: (i) posting a notice on the EVIDENCE.com site; or (ii) sending a message to the email address then associated with your account. Notices we provide by posting on the EVIDENCE.com site will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.
- b. **To Us.** To give TASER notice under this Agreement, you must contact us: (i) by email transmission to evidencecontracts@taser.com; or (ii) by personal delivery, overnight courier or registered or certified mail to TASER International, Inc., ATTN: Evidence Contracts, 17800 N. 85th Street, Scottsdale, Arizona 85255. We may update the email or address for notices to us by posting a notice on the EVIDENCE.com site. Notices provided by personal delivery will be effective immediately. Notices provided by email transmission or overnight courier will be effective one business day after they are sent. Notices provided registered or certified mail will be effective three business days after they are sent.
- c. **Language.** All communications and notices to be made or given pursuant to this Agreement must be in the English language.

13.8 Assignment. Neither party may assign or otherwise transfer this Agreement or any of its rights and obligations under this Agreement without the prior written approval of the other party; except that TASER may assign or otherwise transfer this Agreement or any of TASER's rights or obligations under this Agreement without the consent of you (a) in connection with a merger, acquisition or sale of all or substantially all of TASER's assets, or (b) to as part of a corporate reorganization. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

13.9 No Waivers. The failure by either party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the party's right to enforce the provision at a later time. All waivers by a party must be in writing and sent in accordance with Section 13.7 to be effective.

13.10 Severability. This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

13.11 Governing Law; Venue. The laws of the State of Arizona, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the parties. Any dispute relating in any way to the Service Offerings or this Agreement must only be adjudicated in a state or federal court located in Maricopa County, Arizona. Each party consents to exclusive jurisdiction and venue in these courts. Notwithstanding the foregoing, either party may seek injunctive relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of that party's or any third party's intellectual property or other proprietary rights. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

13.12 Litigation Costs. In the event of any legal action to enforce the provisions of this Agreement, the successful party in enforcing any provision of this Agreement will be awarded that party's reasonable attorneys' fees and costs.

13.13 Entire Agreement; English Language. This Agreement, including the Policies and the quote provided by TASER, is the entire agreement between you and TASER regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and TASER, whether written or verbal, regarding the subject matter of this Agreement. You agree that your purchases are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by TASER regarding future functionality or features of the Service Offerings. Notwithstanding any other agreement between you and TASER, the security and data privacy provisions in Section 3 of this Agreement contain our and our affiliates' entire obligation regarding the security, privacy and confidentiality of Your Content. TASER will not be bound by, and specifically objects to, any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document. If the terms of this document are inconsistent with the terms contained in any Policy, the terms contained in this document will control. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the parties to this Agreement. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

13.14 Voluntary Agreement. This Agreement was negotiated and executed voluntarily and is not the result of duress, fraud, undue influence or any threat of any kind. All parties had the opportunity to read and consider this Agreement, to consult with counsel, and fully understand the Agreement.

13.15 Time is of the Essence. Time is of the essence in connection with all matters and obligations pertaining to this Agreement.

14 Definitions.

"Acceptable Use Policy" means the policy currently available at www.taser.com and www.evidence.com as it may be updated by us from time to time.

"API" means an application program interface.

"Confidential Information" means all nonpublic information disclosed by TASER, our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information includes: (a) nonpublic information relating to our or our affiliates or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates. Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the Confidential Information.

"Content" means software, data, text, audio, video, images or other content.

"Documentation" means the user guides, quick reference guides, and other technical and operations manuals and specifications for the Services provided by us, as such documentation may be updated by us from time to time.

"End User" means any individual or entity that directly or indirectly through another user: (a) accesses or uses Your Content; or (b) otherwise accesses or uses the Service Offerings under your account. The term



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"End User" does not include individuals or entities when they are accessing or using the Services or any Content under their own account, rather than your account.

"**EVIDENCE.com site**" means www.evidence.com and any successor or related site designated by TASER.

"**Intellectual Property Rights**" means any and all patent rights, copyright, trade secrets, trade and service marks, design rights, rights in or relating to databases, rights in or relating to our confidential information, and any other intellectual property rights throughout the world, whether registered or unregistered and including applications for any such rights.

"**Policies**" means the Acceptable Use Policy, any Service Level Agreement, the Trademark Use Guidelines, all restrictions described on the EVIDENCE.com site, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

"**Privacy Policy**" means the privacy policy currently referenced at <http://www.taser.com/privacy-policy>, as it may be updated by us from time to time.

"**Service**" means each of the web services made available by TASER.

"**Service Offerings**" means the Services, the EVIDENCE.com site, EVIDENCE Sync software, other software, maintenance, storage, and any other product or service provided by us under this Agreement. This does not include any Third Party Applications.

"**Your Content**" means Content you or any of your End Users (a) run on the Services, (b) cause to interface with the Services, or (c) upload to the Services under your account or otherwise transfer, process, use or store in connection with your account.

[Document Revised 05-07-2013]

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TASER International

Protect Truth

17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737
 Fax: (480) 991-0791



TASER

Frank Straub
 (509) 477-5980

Quotation

Quote: Q-02355-3
Date: 6/11/2013 11:01 AM
Quote Expiration: 9/30/2013
Contract Start Date*: 10/15/2013
Contract Term: 3 years

Bill To:
 Spokane Police Dept.
 1100 W. Mallon Avenue
 Spokane, WA 99260
 US

Ship To:
 Frank Straub
 Spokane Police Dept.
 1100 W. Mallon Avenue
 Spokane, WA 99260
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Abraham Alvarez	800-978-2737	aalvarez@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

AXON Flex Hardware

QTY	PART #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
220	73030	KIT, AXON, FLEX	949.90	USD 208,978.00	USD 104,489.00	USD 104,489.00
37	73016	ETM, 6 CAMERA BAYS, 6 CONTROLLER BAYS, AXON FLEX	1499.95	USD 55,498.15	USD 27,748.89	USD 27,749.26
220	73021	MULTI-MOUNTING OPTION KIT, FLEX	199.95	USD 43,989.00	USD 21,993.40	USD 21,995.60
220	73036	CONTROLLER, HOLSTER, BELT CLIPS, FLEX	29.95	USD 6,589.00	USD 3,293.40	USD 3,295.60
1	85055	PREMIUM PLUS SERVICE	15000.00	USD 15,000.00	USD 15,000.00	USD 0.00
AXON Flex Hardware Total:						USD 330,054.15
AXON Flex Hardware Net Price:						USD 157,529.46

Evidence.com

QTY	PART #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
220	85020	3YEAR EVIDENCE.COM USAGE		USD 495,000.00	USD 297,264.00	USD 197,736.00
20,460	85335	EVIDENCE.COM STORAGE (GB)-3 YEAR CONTRACT	\$1.50/GB per year	USD 92,070.00	USD 30,690.00	USD 61,380.00
Evidence.com Total:						USD 587,070.00
Evidence.com Net Price:						USD 259,116.00

X26P Hardware

QTY	PART #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
220	11002	HANDLE, BLACK, CLASS III, X26P	848.40	USD 186,648.00	USD 0.00	USD 186,648.00
220	11501	HOLSTER, BLACKHAWK, RIGHT, X26P	49.95	USD 10,989.00	USD 0.00	USD 10,989.00
220	22010	PPM, BATTERY PACK, STANDARD, X2/ X26P	51.55	USD 11,341.00	USD 0.00	USD 11,341.00
220	27000	X26 TRADE-IN	120.00	USD 26,400.00	USD 52,800.00	USD -26,400.00
X26P Hardware Total:						USD 235,378.00
X26P Hardware Net Price:						USD 182,578.00

AXON Flex Warranties (3 Year Total)

QTY	PART #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
220	85237	2 YEAR PREPAID FLEX MAINTENANCE		USD 58,498.00	USD 0.00	USD 58,498.00
37	85238	2 YEAR PREPAID ETM MAINTENANCE		USD 15,536.30	USD 0.00	USD 15,536.30
AXON Flex Warranties (3 Year Total) Total:						USD 74,034.30
AXON Flex Warranties (3 Year Total) Net Price:						USD 74,034.30

X26P Warranty (5 Year Total)

QTY	PART #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
220	11004	WARRANTY, 4 YEAR, X26P	269.99	USD 59,397.80	USD 0.00	USD 59,397.80
X26P Warranty (5 Year Total) Total:						USD 59,397.80
X26P Warranty (5 Year Total) Net Price:						USD 59,397.80

Subtotal	USD 732,655.56
Estimated Shipping Cost	USD 998.76
Estimated Tax	USD 63,741.04
Grand Total	USD 797,395.36

Additional Sale Terms for Quote Q-02355-3:

Payment: Payment is Net 30 after Spokane Police Department's receipt of the hardware or invoice, whichever occurs later.

Additional Users: For the 3 year term of the EVIDENCE.com services identified in this Quote, Spokane Police Department will be allowed to have an unlimited amount of users for the EVIDENCE.com services and will not be charged for additional EVIDENCE.com users added during this 3 year term.

Premium Plus Service: The "PREMIUM PLUS SERVICE" identified in the Quote includes: a TASER dedicated project manager; custom implementation document packet with project plan; weekly project planning meeting with TASER for the system setup; on-site best practices implementation planning session with TASER personnel; on-site Flex and EVIDENCE.com system setup and configuration; on-site ETM installation; four days on-site at the Spokane Police Department with at least two TASER trainers for end user go live training and support sessions; two on-site System Administrator and troubleshooting training sessions; AXON Instructor Training for up to 5 people from the Spokane Police Department; and a virtual post go live review session with TASER personnel.

Extended Warranty: The "2 YEAR PREPAID FLEX MAINTENANCE" and "2 YEAR PREPAID ETM MAINTENANCE" include a 3 year extended warranty for the Flex hardware and ETMs as described in the current "TASER International, Inc.'s Hardware Warranty, Limitations and Release for Law Enforcement CEW Products and On-Officer Cameras (U.S. and Canada)" attached to this Quote.

**TASER International, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers
(Effective January 15, 2013)**

These Sales Terms and Conditions apply to your purchase of all TASER International, Inc. ("TASER") products purchased directly from TASER. Goods sold by TASER are expressly subject to and conditioned upon the terms and conditions set forth below. By accepting delivery of the product, you accept and are bound to these Sales Terms and Conditions. Any different or additional terms set forth by you, whether in your purchase order or another communication, are expressly objected to and will not be binding on TASER unless agreed to in writing by an authorized officer of TASER.

Product Background Checks. Some products require that you complete a background check before you will be allowed to purchase the product.

AFID Registration. For the TASER CEWs and TASER cartridges, you must complete the product registration and, where applicable, return to TASER the Anti-Felon Identification ("AFID") registration card that is included with the TASER product. Failure to promptly return the AFID registration card may void any TASER warranty.

Final Sales. All sales are final and no refunds are allowed for TASER law enforcement, military, and corrections products, cartridges and accessories.

Return Policies; Exchanges for TASER Citizen Products. All sales are final and no refunds or exchanges are allowed, except as provided by state or federal law and as specified below:

15-Day Return Period for Citizen Model CEWs, Cartridges and Accessories: The citizen model CEWs, TASER cartridges for citizen products, and accessories for citizen products that are unopened and still in their sealed package may be returned or exchanged within 15 days from the date of receipt of the product for a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees. Any product returned to TASER **without prior authorization** from TASER will be considered an **unauthorized return**, and the customer will not receive credit for the product and TASER will not ship the product back to you.

Restocking Fees: Unless the product is defective or the return is a direct result of a TASER error, TASER may charge a restocking fee of up to 15% of the purchase price paid, plus any applicable sales tax.

How to Return a Product: Before returning a product, you must first contact TASER customer service and obtain a Return Material Authorization ("RMA") number before the end of the applicable return period. TASER will not accept returns without an RMA number. See the Product Warranty, <http://www.taser.com/>, or contact TASER at 800.978.2737 or +1.480.905.2000 (for International callers) for information on how to obtain an RMA number. NOTE: You must ship the product to TASER within 5 days of the date that TASER issues the RMA number as follows:

- ship back **all** products you are seeking to return to TASER and for which you received a RMA number. For partial returns, your credit may be less than the invoice or individual component price due to bundled or promotional pricing or any unadvertised discounts or concessions;
- return the products in their original packaging, in as-new condition, along with any media, documentation, and any other items that were included in your original shipment;
- ship the products at your expense, and insure the shipment or accept the risk of loss or damage during shipment;
- place the RMA number on the outside of the package;
- include proof of purchase of the product (receipt, purchase order, or invoice); and
- include your name, address, and phone number of where to send the exchange item or the product credit or refund.

Upon receipt of your return, TASER will issue a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees subject to this policy.

If you fail to follow the return or exchange instructions and policies provided by TASER, TASER is not responsible for product that is lost, damaged, modified, or otherwise processed for disposal or resale.

Payment Terms. Terms of payment are within TASER's sole discretion, and unless otherwise agreed to by TASER, payment must be received by TASER prior to TASER's acceptance of an order. Payment for the products will be made by credit card, wire transfer, or some other prearranged payment method unless credit terms have been agreed to by TASER. Invoices are due and payable within the time period noted on your invoice, measured from the date of the invoice. TASER may invoice parts of an order separately. Your order is subject to cancellation by TASER, in TASER's sole discretion. TASER is not responsible for pricing, typographical, or other errors in any offer by TASER and reserves the right to cancel any orders resulting from such errors.

Taxes. Unless you provide TASER with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with the order.

Shipping; Title; Risk of Loss. Shipping and handling are additional unless otherwise expressly indicated at the time of sale. TASER reserves the right to make partial shipments unless specifically stated otherwise on your purchase order. Products may ship from multiple locations. Title and risk of loss passes from TASER to you on upon delivery to the common carrier by TASER. Any loss or damage that occurs during shipment is your responsibility. You must promptly file claims for damaged items with the freight carrier. Shipping dates are estimates only. Delivery is typically 2-6 weeks after receipt of order or payment.

Excusable delays. TASER will use commercially reasonable efforts to deliver all products ordered by you as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond the reasonable control of TASER, including but not limited to force majeure, fire, labor disturbances, riots, accidents, or inability to obtain necessary materials or components, TASER has the right, in its sole discretion and upon oral or written notice to you, to delay or terminate the delivery.

Not For Resale or Export. You agree and represent that you are buying only for your own use only, and not for resale or export. Shipping of some TASER products out of the United States is restricted by U.S. federal law and neither the TASER product nor its technology can be exported out of the U.S. without a validated export license issued by the U.S. Department of Commerce and a signed BIS-711 on file with TASER.

Regulations and Restrictions. You agree to comply with all applicable laws, codes and license requirements, and controls of the United States and other applicable jurisdictions in connection with the use of TASER products including your acceptance of responsibility for the payment of any relevant taxes or duties. Please go to the TASER website (<http://www.taser.com/>) or contact TASER's Customer Service Department for a list of known regulations and restrictions regarding the sale, possession, and use of TASER CEW products. You are responsible for understanding and verifying all local laws, regulations, and restrictions.

Warranty; Exclusions and Limitations; Release. See TASER's website (<http://www.taser.com/>) for warranty provisions, warranty exclusions, release and any limitations of liability. **To the extent permitted by law, TASER's warranty and the remedies set forth in that warranty are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law, TASER specifically disclaims any and all statutory or implied warranties, including without limitation, warranties of merchantability, design, fitness for a particular purpose, arising from a course of dealing, usage or trade practice, warranties against hidden or latent defects, and**

warranties against patent infringement. If TASER cannot lawfully disclaim statutory or implied warranties than to the extent permitted by law, all such warranties are limited to the duration of the express warranty described above and limited to the other provisions contained in the warranty document.

The remedies provided for in the warranty are expressly in lieu of any other liability TASER may have. TASER's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any TASER product will not exceed the purchase price paid to TASER by Buyer for the product, notwithstanding third party purchases. In no event will TASER be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory, even if TASER has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and notwithstanding any failure of essential purpose of any exclusive remedy provided in the warranty. Some local laws do not allow for the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. TASER disclaims any representation that it will be able to repair any product under this warranty or make a product exchange without risk to or loss of programs or data.

Buyer agrees to release and save TASER harmless from any and all liability arising out of the deployment, use or misuse of the TASER product, including any claims for damages and personal injuries. Buyer agrees to assume all risks of loss and all liability for any damages and personal injury which may result from the deployment, use or misuse of the TASER product. TASER is not liable for the failure of the TASER product to perform and TASER is not liable for any claims made by a third party or by Buyer for or on behalf of a third party.

Product Warnings. See TASER's website at <http://www.taser.com/> for the most current product warnings.

Proprietary information. You agree that TASER has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute TASER products, and that you will not directly or indirectly cause any proprietary rights to be violated.

Design changes. TASER reserves the right to make changes in design of any of its products without incurring any obligation to notify you or to make the same change to products previously purchased.

Severable Provisions. If any provision of these Sales Terms and Conditions is found by a court of competent jurisdiction to be invalid or unenforceable, then the remainder will have their full force and effect and the invalid provision will be modified or partially enforced by the court to the maximum extent permitted by law to effectuate the purpose of this agreement.

Entire Agreement. These Sales Terms and Conditions, along with the product warranty, license and service agreement(s), constitute the entire agreement between the parties. These Sales Terms and Conditions supersede and replace any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this agreement. Any prior or extrinsic representations or agreements, with the exception of the product warranty, any service and license agreement(s), are intended to be discharged or nullified.

Governing law. The laws of the State of Arizona, U.S.A. govern this transaction and agreement, without regard to conflicts of law.

The sale of the Professional services is subject to the parties execution of TASER's *Professional Services Agreement* and a *Statement of Work*

By signing this Quote, you certify that you have read and agree to the provisions set forth in this Quote and TASER's current *Sales Terms and Conditions for Direct Sales to End User Purchasers* and *EVIDENCE.com Master Service Agreement* posted at <http://www.taser.com/serviceagreement0213>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: David A. Condon Date: 9/30/2013
 Name (Print): David Condon Title: Mayor
 PO# (if needed): _____

Please sign and email to Abraham Alvarez at aalvarez@taser.com or fax to (480) 991-0791

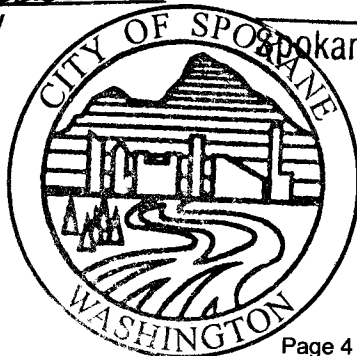
THANK YOU FOR YOUR BUSINESS!

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Approved as to form:

[Signature]
Assistant City Attorney

Attest: [Signature]
Spokane City Clerk





City of Spokane

Minor Contract Summary

OPR # 2013-0689
 Cross Ref _____
 Destruct Date 02/02/1
 Clerk's Dist. 02/13/14 *SS*

Incomplete submissions will be returned to the Department until all requirements are met.

(Summary to be printed on blue paper)

RECEIVED

Department Name POLICE
 Department Project # Tasers - UOF

FEB 13 2014

New Contract
 CR # 14074
 Date: 01/07/2014

Contractor/Consultant

**CITY CLERK'S OFFICE
 SPOKANE, WA**

Name: Taser International
 Address: 17800 N. 85th St.
 City, State, Zip: Scottsdale, AZ 85225

Remittance Address:
 City, State, Zip

Summary of Services

Amending the Taser International quote Q-02355-3 for battery packs. Part # 22010 - PPM Battery Pack, Standard, X2/X26P is being replaced by Part # 11010 - XPPM Battery Pack, X26P. The replacement increases the contract by \$2,036.89.

Amount: \$2,036.89

Budget Code: 0680-30210-21920-53502-68023

Maximum Amount

Beginning Date: _____ Expiration Date: _____ Open-Ended:

- Quotes (per Purchasing Policy to be kept on file in Dept.) Insurance Certificate (as per contract)
- City Business License If Public Works Contract, Contractor has been notified of State Law requirements.

Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: *Sharon Kendall*

Funds are available in the appropriate budget account

Accountant *[Signature]*
 Signature

1/8/2014
 Date

Department Head *Clay A. Meid*
 Signature

1/29/14
 Date

Other *E. B. Wade*
 Signature

1/10/14
 Date

Other *[Signature]*
 Signature

2/11/14
 Date

Distribution List

Contractor E-mail:	Contract Accounting: <u>mlesesne@spokanecity.org</u>
Dept. Contact E-mail:	Taxes and Licenses



Prepared By	Jennifer Davis	Created Date	1/8/2014
Company Name	TASER International	Fax	480-991-0791
Company Address	17800 N. 85th Street Scottsdale, AZ 85255-9603 US	Expiration Date	1/9/2014
Phone	800-978-2737	Quote Number	00020215
E-mail	jdavis@taser.com		

Customer Information

Account Name	Spokane Police Dept. - WA	Email	rcain@spokanepolice.org
Contact Name	Richard Cain	Phone	(509) 477-3189
AX Account Number	446518		

Shipping and Billing Information

Bill To Name	Spokane Police Dept. - WA	Ship To Name	Spokane Police Dept. - WA
Bill To	1100 W. Mallon Avenue Spokane, WA 99260 US	Ship To	1100 W. Mallon Avenue Spokane, WA 99260 US

Part Number	Product	Quantity	Sales Price	Total Price
11010	XPPM, BATTERY PACK, X26P	220.00	USD 59.95	USD 13,189.00

Notes:	Per request, The balance for this quote after sale of XPPM and return of PPM will be \$2,036.89. You will receive an invoice in full for the XPPM units purchased. A credit of \$11,341.00 + \$986.67 tax for a total of \$12,327.67 will be issued for the PPM units returned to TASER International. Your return number is RMA010851. Please reference this in your return packaging.	Subtotal	USD 13,189.00
		Total Price	USD 13,189.00
		Tax	USD 1,149.69
		Shipping and Handling	USD 25.87
		Grand Total	USD 14,364.56

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <http://www.taser.com/serviceagreement0213>. The sale of the Professional Services is subject to the parties execution of TASER's Professional Services Agreement and a Statement of Work. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Quote Acceptance:

Signature:

E. Wade / Rick Dobrow

Printed Name:

Erika Wade

Rick Dobrow

Title:

Deputy Director

/ Assistant Chief

Email:

ewade@spokanecity.org

Date:

1/16/14

PO Not Required:

PO Number:

CPR 2013-0689

Approved as to form:

[Signature]

Assistant City Attorney



Attest:

[Signature]

Spokane City Clerk



City of Spokane

Minor Contract Summary

OPR # 2013-0689
 Cross Ref _____
 Destruct Date 2021
 Clerk's Dist. 04/09/14 *SRB*

Incomplete submissions will be returned to the Department until all requirements are met.
 (Summary to be printed on blue paper)

Department Name Police
 Department Project # Tasers - UOF

New Contract
 CR # 14375
 Date: 03/19/2014

Contractor/Consultant

Name: **Taser International**
 Address: **17800 N. 85th St**
 City, State, Zip: **Scottsdale, AZ 85225**

Remittance Address: **SAME**
 City, State, Zip

RECEIVED

APR 08 2014

**CITY CLERK'S OFFICE
 SPOKANE, WA**

Summary of Services

Amending the Taser International quote Q-02355-3 to add six Dataport Download Kits, USB, X2/X26P. The contract amount increases by \$1056.15 (incl tax).

Amount: \$1,056.15

Budget Code: 0680-30210-21920-53502-68023

Maximum Amount

Beginning Date: _____ Expiration Date: _____ Open-Ended:

- Quotes (per Purchasing Policy to be kept on file in Dept.)
- Insurance Certificate (as per contract)
- City Business License
- If Public Works Contract, Contractor has been notified of State Law requirements.

Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: Shawn Kendall

Funds are available in the appropriate budget account

Accountant

[Signature]

 Signature

 Date 03/21/2014

Department Head

[Signature]

 Signature

 Date 3/21/2014

Other

 Signature

 Date

Other

 Signature

Distribution List

Contractor E-mail:	Contract Accounting: <u>mlesesne@spokanecity.org</u>
Dept. Contact E-mail: <u>achirowamangu, kclear, ewade, skendall</u>	Taxes and Licenses



Prepared By	Kelsey Denzer	Created Date	2/24/2014
Company Name	TASER International	Fax	(480) 991-0791
Company Address	17800 N. 85th Street Scottsdale, AZ 85255-9603 US	Expiration Date	3/21/2014
Phone	(480) 905-2074	Quote Number	00022168
E-mail	kdenzer@taser.com		

Customer Information

Account Name	Spokane Police Dept. - WA	Email	skendall@spokanepolice.org
Contact Name	Shawn Kendall	Phone	(509) 477-5980
AX Account Number 446518			

Shipping and Billing Information

Bill To Name	Spokane Police Dept. - WA	Ship To Name	Spokane Police Dept. - WA
Bill To	1100 W. Mallon Avenue Spokane, WA 99260 US	Ship To	1100 W. Mallon Avenue Spokane, WA 99260 US

Part Number	Product	Quantity	Sales Price	Total Price
22013	KIT, DATAPORT DOWNLOAD, USB, X2/X26P	6.00	USD 159.95	USD 959.70

Subtotal	USD 959.70
Total Price	USD 959.70
Tax	USD 83.49
Shipping and Handling	USD 12.96
Grand Total	USD 1,056.15

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <http://www.taser.com/serviceagreement0213>. The sale of the Professional Services is subject to the parties execution of TASER's Professional Services Agreement and a Statement of Work. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: *Patrick Dobrow*

Printed Name: PATRICK DOBROW

Title: ASSISTANT POLICE CHIEF

Email: P.DOBROW@SPOKANE.POLICE.ORG

Date: 3/28/14

PO Not Required:

PO Number:

Approved as to form:

[Signature]
Assistant City Attorney



Attest: *[Signature]*
Spokane City Clerk (Acting)



City of Spokane

Minor Contract Summary

OPR # 2013-0689
 Cross Ref _____
 Destruct Date 2020
 Clerk's Dist. 06/06/14 SAB

Incomplete submissions will be returned to the Department until all requirements are met.
 (Summary to be printed on blue paper)

Department Name POLICE
 Department Project # Tasers - UOF

New Contract
 CR # _____
 Date: 06/02/2014

Contractor/Consultant

Name: **Taser International**
 Address: 17800 N. 85th St.
 City, State, Zip: Scottsdale, AZ 85225

Remittance Address:
 City, State, Zip

RECEIVED
06.06.14
 CITY CLERK'S OFFICE
 SPOKANE, WA

Summary of Services

Amending the Taser International contract due to change from flex camera system to body camera system. Original Quote Q-02355-3 is being replaced by Quote Q-12313-2. The replacement quote does not increase the contract dollar amount.

Amount: \$ _____ Budget Code: _____

Maximum Amount

Beginning Date: _____ Expiration Date: _____ Open-Ended:

- Quotes (per Purchasing Policy to be kept on file in Dept.) Insurance Certificate (as per contract)
- City Business License If Public Works Contract, Contractor has been notified of State Law requirements.

Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: Ange Anapolitano

Funds are available in the appropriate budget account

Accountant [Signature]
 Signature

6/3/2014
 Date

Department Head [Signature]
 Signature

06/02/2014
 Date

Other _____
 Signature

 Date

Other _____
 Signature

 Date

Distribution List

Contractor E-mail:	Contract Accounting: <u>mlesesne@spokanecity.org</u>
Dept. Contact E-mail: <u>ewade, achirowamangu, kclaar, anapolitano,</u>	Taxes and Licenses

TASER International

Protect Truth

17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737
 Fax: 480-991-0791



TASER

Frank Straub
 (509) 625-4063
 fstraub@spokanepolice.org

Quotation

Quote: Q-12313-2
Date: 5/8/2014 3:54 PM
Quote Expiration: 9/30/2014
Contract Start Date*: 10/15/2014
Contract Term: 3 years

Bill To:
 Spokane Police Dept. - WA
 1100 W. Mallon Avenue
 Spokane, WA 99260
 US

Ship To:
 Frank Straub
 Spokane Police Dept. - WA
 1100 W. Mallon Avenue
 Spokane, WA 99260
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Brian Black	800-978-2737	bblack@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

AXON Body Hardware

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
220	73002	CAMERA SYSTEM, AXON BODY	USD 589.91	USD 129,780.20
37	70026	EVIDENCE.COM, DOCK, SIX CAMERA BAYS +HUB	USD 749.98	USD 27,749.26
1	85055	PREMIUM PLUS SERVICE	USD 15,000.00	USD 15,000.00
220	73074	BODY CAM 2 YEAR EXTENDED WARRANTY	USD 265.90	USD 58,498.00
37	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 0.00	USD 0.00
37	85238	2 YEAR PREPAID ETM MAINTENANCE	USD 419.90	USD 15,536.30
AXON Body Hardware Net Price:				USD 246,563.76

EVIDENCE.com

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
220	85020	3YEAR EVIDENCE.COM USAGE	USD 898.80	USD 197,736.00
20,460	85335	EVIDENCE.COM STORAGE (GB)-3 YEAR CONTRACT	USD 3.00	USD 61,380.00
EVIDENCE.com Net Price:				USD 259,116.00

X26P Hardware and Warranty

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
220	11010	XPPM, BATTERY PACK, X26P	USD 59.95	USD 13,189.00

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
24	11504	HOLSTER, BLACKHAWK, LEFT, X26P	USD 0.00	USD 0.00
15	22010	PPM, BATTERY PACK, STANDARD, X2/X26P	USD 0.00	USD 0.00
220	22010	PPM, BATTERY PACK, STANDARD, X2/X26P	USD 51.55	USD 11,341.00
220	11002	HANDLE, BLACK, CLASS III, X26P	USD 848.40	USD 186,648.00
220	11004	WARRANTY, 4 YEAR, X26P	USD 269.99	USD 59,397.80
220	11501	HOLSTER, BLACKHAWK, RIGHT, X26P	USD 49.95	USD 10,989.00
X26P Hardware and Warranty Net Price:				USD 281,564.80


X2 and Accessories

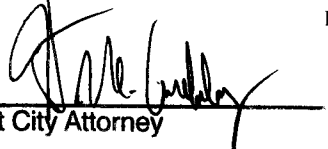
QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
10	22002	HANDLE, BLACK, CLASS III, X2	USD 0.00	USD 0.00
10	22012	TPPM, BATTERY PACK, TACTICAL, PINKY EXTENDER, X2/X26P	USD 0.00	USD 0.00
120	22152	CARTRIDGE, PERFORMANCE, SMART, 35'	USD 0.00	USD 0.00
6	22013	KIT, DATAPORT DOWNLOAD, USB, X2/X26P	USD 0.00	USD 0.00
X2 and Accessories Net Price:				USD 0.00

Subtotal	USD 787,244.56
Estimated Shipping Cost	USD 949.24
Grand Total	USD 788,193.80

**TASER International, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <http://www.taser.com/serviceagreement14>. If your purchase includes Professional Services, you are also agreeing to the terms in the Professional Service Agreement posted at <http://www.taser.com/serviceagreement14>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature:  Date: June 2, 2014
Name (Print): Tim B. Schwering Title: Director Strategic Initiatives
PO# (if needed): OPR 2013-0689

Approved as to form:

Assistant City Attorney

Please sign and email to Brian Black at bmblack@taser.com or fax to 480-991-0791

THANK YOU FOR YOUR BUSINESS!

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City of Spokane

Minor Contract Summary

OPR # 2013-0689
 Cross Ref _____
 Destruct Date 2024
 Clerk's Dist. 2, 10, 16 SR

Incomplete submissions will be returned to the Department until all requirements are met.
 (Summary to be printed on blue paper)

Department Name Spokane Police
 Department Project # Body Cameras

New Contract
 CR # _____
 Date: 06/01/2016

Contractor/Consultant

Name: **Taser International**
 Address: 17800 N. 85th St.
 City, State, Zip: Scottsdale, AZ 85225

Remittance Address: SAME
 City, State, Zip

Summary of Services

Amending the Taser International contract due to an opportunity to upgrade from Axon Body 1 cameras to Axon Body 2 cameras. The new quote for body cameras is Q-70494. This is a complementary swap of new Body 2 cameras for the return of Body 1 cameras. Applicable warranties will be transferred to the Body 2 cameras. This is a no cost amendment.

Amount: _____ Budget Code: _____

Maximum Amount

Beginning Date: 06/01/2016 Expiration Date: 12/31/2017 Open-Ended:

- Quotes (per Purchasing Policy to be kept on file in Dept.) Insurance Certificate (as per contract)
 City Business License If Public Works Contract, Contractor has been notified of State Law requirements.

Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: Ryan Smider

Funds are available in the appropriate budget account

Accountant

[Signature]
 Signature

6/1/16
 Date

Department Head

[Signature]
 Signature

6/1/16
 Date

Other LEGAL

[Signature]
 Signature

 Date

Other

 Signature

 Date

Distribution List

Contractor E-mail: <u>jduncan@taser.com</u>	Contract Accounting: <u>kkeck@spokanecity.org</u>
Dept. Contact E-mail: <u>spdfinance</u>	Taxes and Licenses

TASER International

Protect Life. Protect Truth.

17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737
 Fax: (480) 991-0791

Ryan Snider
 (509) 363-8225
 rsnider@spokanepolice.org



Quotation

Quote: Q-70494-2
Date: 6/1/2016 11:40 AM
Quote Expiration: 6/15/2016
Effective Date*: 6/15/2016
Contract Number: 00001772
Contract Expiration Date: 8/31/2017
AX Account Number: 446518

Ship To:
 Ryan Snider
 Spokane Police Dept. - WA
 1100 W. Mallon Avenue
 Spokane, WA 99260
 US

Bill To:
 Spokane Police Dept. - WA
 1100 W. Mallon Avenue
 Spokane, WA 99260
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Dan Hilderman		dhilderman@taser.com	Fedex - Ground	Net 30

*These subscriptions have been prorated for the duration of the existing contract and will be up for renewal at the expiration date listed above.

Hardware

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
225	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 403.79	USD 90,852.75	USD 90,852.75	USD 0.00
225	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
225	74023	LG POCKET MOUNT, 6", AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
5	73004	WALL CHARGER, USB SYNC CABLE, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
38	74010	AXON DOCK, 6 BAY, AXON BODY 2	USD 1,362.15	USD 51,761.70	USD 51,761.70	USD 0.00
8	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
8	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
8	74023	LG POCKET MOUNT, 6", AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Hardware Total Before Discounts:						USD 142,614.45
Hardware Discount:						USD 142,614.45
Hardware Net Amount Due:						USD 0.00

Subtotal	USD 0.00
Grand Total	USD 0.00

Axon Pre-order

Thank you for your interest in Axon! This pre-order is a commitment to purchase Axon Body 2 and/or Axon Fleet. Axon Body 2 is available for delivery between 8-10 weeks after purchase date. Axon Fleet is available for delivery between August 1, 2016 and August 14, 2016. You will be notified if there are any delays. TASER reserves the right to make product changes without notice.

This quote falls under existing agreement # 00001772/ City original contract number OPR 2013-0689. This is the complimentary swap of new Body 2 cameras for the return of Body 1 cameras. The Body 1 cameras should be returned to TASER via RMA after the Body 2 arrive. Any applicable warranties will be transferred. Current warranties vary based on multiple dates of purchase.

**TASER International, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's Master Services and Purchasing Agreement posted at www.taser.com/legal. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: [Signature] Date: 06/01/16
Name (Print): DANIELA M. MURPHY Title: Director of Law Enforcement
PO# (if needed): _____

Approved as to form: _____ Quote: Q-70494-2

[Signature]
Assistant City Attorney
Please sign and email to Dan Hilderman at dhilderman@taser.com or fax to

THANK YOU FOR YOUR BUSINESS!

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Attest: [Signature]
Spokane City Clerk



**Agenda Sheet for City Council Meeting of:**

06/26/2017

Date Rec'd	6/14/2017
Clerk's File #	OPR 2013-0689
Renews #	
Cross Ref #	RES 2013-0069
Project #	
Bid #	
Requisition #	BUDGET TRANSFER

Submitting Dept	POLICE
Contact Name/Phone	KEVIN KING 835-4514
Contact E-Mail	KKING@SPOKANEPOLICE.ORG
Agenda Item Type	Contract Item

Agenda Item Name	0680-AXON ENTERPIRSE, INC-BODY CAMERA CONTRACT
-------------------------	------------------------------------------------

Agenda Wording
 A contract with Axon Enterprise, Inc (Scottsdale, AZ) for the renewal of OPR 2013-0689 and Res 2013-0069 Sole Source contract.

Summary (Background)
 Approval of a contract with Axon Enterprise, Inc for body cameras offers an unlimited storage feature for videos and remains a Sole Source vendor. Axon Enterprises is a sole provider of items that are compatible with existing equipment, services and warranties. Approval of the 2017 contract obligates \$253,933.51 through a partial 2018 year. Contract costs are as follows: 2017-\$255,933.51 2018-\$310,523.90 2019-\$310,523.90 2020-\$310,523.90 2021-\$310,523.90

Fiscal Impact	Budget Account
Expense \$ 195,000.00	# 5310-73100-18850-54820
Expense \$ 60,933.51	# 5910-79115-21250-54820
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	KING, KEVIN	Study Session	6/19/17
Division Director	KING, KEVIN	Other	
Finance	DUNIVANT, TIMOTHY	Distribution List	
Legal	WHALEY, HUNT	spdfinance	
For the Mayor	DUNIVANT, TIMOTHY	spdexexecutivestaff	
Additional Approvals		ewade	
Purchasing		rsnider	

APPROVED BY
 SPOKANE CITY COUNCIL:
 6/26/2017
 [Signature]
 CITY CLERK



MASTER SERVICES AND PURCHASING AGREEMENT

between

AXON ENTERPRISE, INC.

and

Spokane Police Department

CITY Agreement Number:

MASTER SERVICES AND PURCHASING AGREEMENT

This Master Agreement (the **Agreement**) by and between Axon Enterprise, Inc., (**Axon or Party**) a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, and Spokane Police Department , (**Agency, Party** or collectively **Parties**), is entered into as of _____, 2017 (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of Axon products and services as detailed in Quote #Q-99399 (the **Quote**), which is hereby incorporated by reference. It is the intent of the Parties that this Agreement shall act as a master agreement governing all subsequent purchases by Agency of Axon Products and all subsequent quotes accepted by Agency shall be also incorporated by reference as a Quote. In consideration of this Agreement the Parties agree as follows:

1 **Term.** This Agreement will commence on the Effective Date and will remain in full force and effect until terminated by either Party. Axon services will not be authorized until a signed Quote or Purchase Order is received, whichever is first.

1.1 **Evidence.com Subscription Term:** The Initial Term of the Subscription services will begin after shipment of the Product. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. Subscription Services will automatically renew for additional successive Terms of one (1) year after completion of the initial Term at the list price then in effect, unless the Agency gives Axon written notice of termination within sixty (60) days prior to the end of a one (1) year period.

2 **Definitions.**

"Business Day" means Monday through Friday, excluding holidays.

"Confidential Information" means all nonpublic information disclosed by Axon, Axon affiliates, business partners of Axon or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

"Documentation" means the (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relate to the Services provided under this Agreement, or (ii) user manuals, technical manuals, training manuals, warnings, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Products provided under this Agreement.

"Evidence.com Service" means Axon web services for Evidence.com, the Evidence.com site, EVIDENCE Sync software, Axon Capture App, Axon View App, other software, maintenance, storage, and product or service provided by us under this Agreement for use with Evidence.com. This does not include any Third Party Applications, hardware warranties, or the my.evidence.com services.

"Installation Site" means the location(s) where the Products are to be installed.

"Policies" means the Trademark Use Guidelines, all restrictions described on the Axon website, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.



“Products” means all Axon equipment, software, cloud based services, Documentation and software maintenance releases and updates provided by Axon under this Agreement.

“Quote” is an offer to sell, is valid only for products and services listed on the quote at prices on the quote. All Quotes referenced in this Agreement or issued and accepted after the Effective Date of this Agreement will be subject to the terms of this Agreement. Any terms and conditions contained within the Agency’s purchase order in response to the Quote will be null and void and shall have no force or effect. Axon is not responsible for pricing, typographical, or other errors in any offer by Axon and Axon reserves the right to cancel any orders resulting from such errors. Axon reserves the right to adjust prices or Products unless otherwise specified in the Quote.

“Resolution Time” means the elapsed time between Axon’s acknowledgment of an issue until the problem in the Services has been resolved, which does not include time delays caused by the Agency or by third parties outside of Axon’s reasonable control.

“Services” means all services provided by Axon pursuant to this Agreement.

“Agency Content” means software, data, text, audio, video, images or other Agency content or any of the Agency’s end users (a) run on the Evidence.com Services, (b) cause to interface with the Evidence.com Services, or (c) upload to the Evidence.com Services under the Agency account or otherwise transfer, process, use or store in connection with the Agency account.

- 3 **Payment Terms.** Invoices are due to be paid within 30 days of the date of invoice. All orders are subject to prior credit approval. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. If a delinquent account is sent to collections, the Agency is responsible for all collection and attorneys’ fees.
- 4 **Taxes.** Unless Axon is provided with a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.
- 5 **Shipping; Title; Risk of Loss; Rejection.** Axon reserves the right to make partial shipments and products may ship from multiple locations. All shipments are E.X.W. via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by Axon. The Agency is responsible for all freight charges. Any loss or damage that occurs during shipment is the Agency’s responsibility. Shipping dates are estimates only. The Agency may reject nonconforming Product by providing Axon written notice of rejection within 10 days of shipment. Failure to notify Axon within the 10 day rejection period will be deemed as acceptance of Product.
- 6 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.
- 7 **Warranties.**
 - 7.1 **Hardware Limited Warranty.** Axon warrants that its law enforcement hardware products



are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. Axon-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. If Axon determines that a valid warranty claim is received within the warranty period, Axon agrees to repair or replace the Product. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

7.2 Warranty Limitations.

7.2.1 The warranties do not apply and Axon will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-Axon products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by Axon; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) if any Axon serial number has been removed or defaced.

7.2.2 To the extent permitted by law, the warranties and the remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.

7.2.3 Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the purchase price paid to Axon for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

7.3 Warranty Returns. If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the Product which Axon determines in its sole discretion to be defective under normal use, as defined in the Product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

7.3.1 For warranty return and repair procedures, including troubleshooting guides, please go to Axon's websites www.axon.com/support or www.evidence.com, as indicated in the appropriate product user manual or quick start guide.

7.3.2 Before delivering product for warranty service, it is the Agency's responsibility to



upload the data contained in the product to the Evidence.com services or download the product data and keep a separate backup copy of the contents. Axon is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services.

7.3.3 A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes Axon's property.

- 8** **Product Warnings.** See our website at www.axon.com for the most current product warnings.
- 9** **Design Changes.** Axon reserves the right to make changes in the design of any of Axon's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.
- 10** **Insurance.** Axon will maintain at Axon's own expense and in effect during the Term, Commercial General Liability Insurance, Workers' Compensation Insurance and Commercial Automobile Insurance and will furnish certificates of insurance or self-insurance upon request.
- 11** **Indemnification.** Axon will indemnify and defend the Agency Indemnitees (the Agency's officers, directors, and employees) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of Axon under or related to this Agreement, except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall under Workers Compensation coverage.
- 12** **IP Rights.** Axon owns and reserves all right, title, and interest in the Axon Products and related software, as well as any suggestions made to Axon.
- 13** **IP Indemnification.** Axon will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of Axon Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide Axon with prompt written notice of such a claim, tender to us the defense or settlement of such a claim at our expense, and cooperate fully with us in the defense or settlement of such a claim.

Axon has no liability to the Agency or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Services by the Agency or any third party not approved by Axon; (b) use of the Evidence.com Services in connection or in combination with equipment, devices, or services not approved or recommended by Axon; (c) the use of Evidence.com Services other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by Axon as part of or in connection with the Evidence.com Services. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.



14 Agency Responsibilities. The Agency is responsible for (i) use of Axon Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (ii) breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of Axon products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Services, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Services.

15 Termination.

15.1 By Either Party. Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement under this Section and Axon fails to cure the material breach or default, Axon will issue a refund of any prepaid amounts on a prorated basis.

15.2 By Agency. The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the then current fiscal year.

15.3 Effect of Termination. Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms.

15.4 After Termination. Axon will not delete any Agency Content as a result of a termination during a period of 90 days following termination. During this 90-day period the Agency may retrieve Agency Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability to retrieve Agency Content). The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 90-day period. Axon has no obligation to maintain or provide any Agency Content after this 90-day period and will thereafter, unless legally prohibited, delete all of Agency Content stored in the Evidence.com Services. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from the Evidence.com Services.

15.5 Post-Termination Assistance. Axon will provide Agency with the same post-termination data



retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

16 **General.**

- 16.1 Confidentiality.** Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. All Axon Pricing is considered confidential and competition sensitive.
- 16.2 Excusable delays.** Axon will use commercially reasonable efforts to deliver all products and services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond Axon's reasonable control Axon has the right to delay or terminate the delivery with reasonable notice.
- 16.3 Force Majeure.** Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
- 16.4 Proprietary Information.** The Agency agrees that Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.
- 16.5 Independent Contractors.** The Parties are independent contractors. Neither Party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 16.6 No Third Party Beneficiaries.** This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.
- 16.7 Non-discrimination and Equal Opportunity.** During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.



- 16.8 U.S. Government Rights.** Any Evidence.com Services provided to the U.S. Government as “commercial items,” “commercial computer software,” “commercial computer software documentation,” and “technical data” will have the same rights and restrictions generally applicable to the Evidence.com Services. If the Agency is using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government’s needs or are inconsistent in any respect with federal law, the Agency will immediately discontinue use of the Evidence.com Services. The terms “commercial item,” “commercial computer software,” “commercial computer software documentation,” and “technical data” are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.
- 16.9 Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re- import, export, and re-export control laws and regulations.
- 16.10 Assignment.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Axon may assign or otherwise transfer this Agreement or any of our rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of our assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.
- 16.11 No Waivers.** The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party’s right to enforce the provision at a later time.
- 16.12 Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.
- 16.13 Governing Law; Venue.** The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 16.14 Notices.** All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on the Agency’s Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
ATTN: Contracts
17800 N. 85th Street
Scottsdale, Arizona 85255
contracts@axon.com

AGENCY:



16.15 Entire Agreement. This Agreement, including the APPENDICES attached hereto, and the Policies and the quote provided by Axon, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If Axon provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

16.16 Counterparts. If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are, on the date of signature, duly authorized to execute this Agreement.

Axon Enterprise, Inc.
 Signature: [Signature]
 Name: Robert Driscoll
 Title: VP, Sales Operations
 Date: 6/26/17

Spokane
 Signature: [Signature]
 Name: DAVID CONDON
 Title: MAYOR
 Date: 6-26-17

Attest:
[Signature]
 Spokane City Clerk

Approved as to form:
[Signature]
 Assistant City Attorney



16.15 Entire Agreement. This Agreement, including the APPENDICES attached hereto, and the Policies and the quote provided by Axon, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If Axon provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

16.16 Counterparts. If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are, on the date of signature, duly authorized to execute this Agreement.

Axon Enterprise, Inc.

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Spokane

Signature: David A Condon
 Name: DAVID CONDON
 Title: MAYOR
 Date: 6-26-17

Attest:

[Signature]
 Spokane City Clerk

Approved as to form:

[Signature]
 Assistant City Attorney



Evidence.com Terms of Use Appendix

- 1 **Access Rights.** Upon the purchase or granting of a subscription from Axon and the opening of an Evidence.com account the Agency will have access and use of the Evidence.com Services for the storage and management of Agency Content during the subscription term (**Term**). The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Agreement by an end user, the Agency will immediately terminate that end user's access to Agency Content and the Evidence.com Services.

- 2 **Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and Axon obtains no rights to the Agency Content and the Agency Content are not business records of Axon. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. Axon will have limited access to Agency Content solely for the purpose of providing and supporting the Evidence.com Services to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users' use of Agency Content or the Evidence.com Services will violate this Agreement or applicable laws.

- 3 **Evidence.com Data Security.**
 - 3.1. **Generally.** Axon will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Log-in credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users which result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services which provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact Axon immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.

 - 3.2. **FBI CJIS Security Addendum.** For customers based in the United States, Axon agrees to the terms and requirements set forth in the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Agreement.

- 4 **Our Support.** Axon will make available updates as released by Axon to the Evidence.com Services. Updates may be provided electronically via the Internet. Axon will use reasonable



efforts to continue supporting the previous version of any API or software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.

- 5 **Data Privacy.** Axon will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow Axon access to certain information from the Agency in order to: (a) perform troubleshooting services for the account upon request or as part of our regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.

- 6 **Data Storage.** Axon will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, Axon will ensure that all Agency Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. Axon may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by Axon for data storage services. Ownership of Agency Content remains with the Agency. For use of an Unlimited Evidence.com License unlimited data may be stored in the Agency's Evidence.com account if the data originates from a Axon device. For use of Totally Unlimited Evidence.com Licenses Axon reserves the right to limit the types of content the Agency can store and share using the Services.

- 7 **Fees and Payment.** Additional end users may be added during the Term at the pricing in effect at the time of purchase of additional end users, prorated for the duration of the Term. Additional end user accounts will terminate on the same date as the pre-existing subscriptions. Axon reserves the right to charge additional fees for exceeding purchased storage amounts or for Axon's assistance in the downloading or exporting of Agency Content.

- 8 **Suspension of Evidence.com Services.** Axon may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice in accordance with the following:
 - 8.1. The Termination provisions of the Master Service Agreement apply;
 - 8.2. The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;
 - 8.3. If Axon suspends the right to access or use any portion or all of the Evidence.com Services, the Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Evidence.com as a result of a suspension, except as



specified elsewhere in this Agreement.

- 9 **Software Services Warranty.** Axon warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.
- 10 **License Restrictions.** Neither the Agency nor any Agency end users may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. The Agency may only use our trademarks in accordance with the Axon Trademark Use Guidelines (located at www.axon.com).



TASER Assurance Plan Appendix

The TASER Assurance Plan or "TAP" has been purchased as part of the Quote attached to this Agreement. TAP provides hardware extended warranty coverage, Spare Products, and Upgrade Models at the end of the TAP Term. TAP only applies to the Axon Product listed in the Quote with the exception of any initial hardware or any software services offered for, by, or through the Evidence.com website. The Agency may not buy more than one TAP for any one covered Product.

- 1** **TAP Warranty Coverage.** TAP includes the extended warranty coverage described in the current hardware warranty. TAP warranty coverage starts at the beginning of the TAP Term and continues as long as the Agency continues to pay the required annual fees for TAP. The Agency may not have both an optional extended warranty and TAP on the Axon camera/Dock product. TAP for the Axon camera products also includes free replacement of the Axon flex controller battery and Axon body battery during the TAP Term for any failure that is not specifically excluded from the Hardware Warranty.
- 2** **TAP Term.** TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.
- 3** **SPARE Product.** Axon will provide a predetermined number of spare Products for those hardware items and accessories listed in the Quote (collectively the "Spare Products") to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to Axon, through Axon's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and Axon will repair or replace the non-functioning unit with a replacement product. Axon warrants it will repair or replace the unit which fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same product or a like product, at Axon's sole option. The Agency may not buy a new TAP for the replacement product or the Spare Product.

3.1. Within 30 days of the end of the TAP Term the Agency must return to Axon all Spare Products. The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Products not returned to Axon. If all the Spare Products are returned to Axon, then Axon will refresh the allotted number of Spare Products with Upgrade Models if the Agency purchases a new TAP for the Upgrade Models.
- 4** **TAP Upgrade Models.** Upgrade Models are to be provided as follows during and/or after the TAP Term: (i) an upgrade will provided in year 3 if the Agency purchased 3 years of Evidence.com services with Ultimate Licenses or Unlimited Licenses and all TAP payments are made; or (ii) 2.5 years after the Effective Date and once again 5 years after the Effective Date if the Agency purchased 5 years of Evidence.com services with an Ultimate License or Unlimited Licenses or OSP and made all TAP payments.



Any products replaced within the six months prior to the scheduled upgrade will be deemed the Upgrade Model. Thirty days after the Upgrade Models are received, the Agency must return the products to Axon or Axon will deactivate the serial numbers for the products received unless the Agency purchases additional Evidence.com licenses for the Axon camera products the Agency is keeping. The Agency may buy a new TAP for any Upgraded Model.

4.1. TAP Axon Camera Upgrade Models.

4.1.1. If the Agency purchased TAP for Axon Cameras as a stand-alone service, then Axon will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera that is the same product or a like product, at Axon's sole option. Axon makes no guarantee that the Upgrade Model will utilize the same accessories or Dock. If the Agency would like to change product models for the Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model that will be acquired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

4.1.2. If the Agency purchased Unlimited License or OSP, then Axon will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera of the Agency's choice.

4.2. TAP Dock Upgrade Models. Axon will upgrade the Dock free of charge, with a new Dock with the same number of bays that is the same product or a like product, at Axon's sole option. If the Agency would like to change product models for the Upgrade Model or add additional bays, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model desired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

5. TAP Termination. If an invoice for TAP is more than 30 days past due or the Agency defaults on its payments for the Evidence.com services then Axon may terminate TAP and all outstanding Product related TAPs. Axon will provide notification that TAP coverage is terminated. Once TAP coverage is terminated for any reason, then:

5.1. TAP coverage will terminate as of the date of termination and no refunds will be given.

5.2. Axon will not and has no obligation to provide the free Upgrade Models.

5.3. The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Products provided under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.

5.4. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.

5.5. If the Agency received Axon Products free of charge and TAP is terminated before the



end of the term then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid as part of the TAP before the termination date; or (b) only in the case of termination for non-appropriations, return the Products to Axon within 30 days of the date of termination.

Axon Integration Services Appendix

- 1 **Term.** The term of this Appendix commences on the Effective Date. The actual work to be performed by Axon is not authorized to begin until Axon receives the signed Quote or a purchase order for the services described in this Appendix (**Integration Services**), whichever is first.

- 2 **Scope of Integration Services.** The project scope will consist of the development of an integration module that allows the Evidence.com Service to interact with the Agency's Computer-Aided Dispatch (**CAD**) or Records Management Systems (**RMS**), so that Agency's licensees may use the integration module to automatically tag the Axon recorded videos with a case ID, category, and location. The integration module will allow the Integration Module License holders to auto populate the Axon video meta-data saved to the Evidence.com Service based on data already maintained in the Agency's CAD or RMS. Axon is responsible to perform only the Integration Services described in this Appendix and any additional services discussed or implied that are not defined explicitly by this Appendix will be considered outside the scope of this Agreement and may result in additional fees.

- 3 **Pricing.** All Integration Services performed by Axon will be rendered in accordance with the fees and payment terms set forth in the Quote. The Agency must purchase Axon Integration licenses for every Evidence.com user in the Agency, even if the user does not have an Axon body camera.

- 4 **Delivery of Integration Services.**
 - 4.1. **Support After Completion of the Integration Services.** After completion of the Integration Services and acceptance by the Agency, Axon will provide up to 5 hours of remote (phone or Web-based) support services at no additional charge to the Agency. Axon will also provide support services that result because of a change or modification in the Evidence.com Service at no additional charge as long as the Agency maintains Evidence.com subscription licenses and Integration Module Licenses, and as long as the change is not required because the Agency changes its CAD or RMS. Thereafter, any additional support services provided to the Agency will be charged at Axon's then current standard professional services rate.
 - 4.2. **Changes to Services.** Changes to the scope of the Integration Services must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties.
 - 4.3. **Warranty.** Axon warrants that it will perform the Integration Services in a good and workmanlike manner.

- 5 **Agency's Responsibilities.** Axon's successful performance of the Integration Services depends upon the Agency's:
 - 5.1. Making available its relevant systems, including its current CAD or RMS, for assessment by Axon (including making these systems available to Axon via remote

-
- access if possible);
- 5.2. Making any required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of the Integration Services;
 - 5.3. Providing access to the building facilities and where Axon is to perform the Integration Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Integration Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Integration Services);
 - 5.4. Providing all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) necessary for Axon to provide the Integration Services;
 - 5.5. Promptly installing and implementing any and all software updates provided by Axon;
 - 5.6. Ensuring that all appropriate data backups are performed;
 - 5.7. Providing to Axon the assistance, participation, review and approvals and participating in testing of the Integration Services as requested by Axon;
 - 5.8. Providing Axon with remote access to the Agency's Evidence.com account when required for Axon to perform the Integration Services;
 - 5.9. Notifying Axon of any network or machine maintenance that may impact the performance of the integration module at the Agency; and
 - 5.10. Ensuring the reasonable availability by phone or email of knowledgeable staff and personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Integration Services).
- 6 **Authorization to Access Computer Systems to Perform Services.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for the purpose of performing the Integration Services. Axon will work diligently to identify as soon as reasonably practicable the resources and information Axon expects to use, and will provide an initial itemized list to Agency. Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency

Axon Enterprise, Inc.

Protect Life.

17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737
 Fax: (480) 991-0791

Ryan Snider
 (509) 363-8225
 rsnider@spokanepolice.org



Quotation

Quote: Q-99399-3
Date: 5/19/2017 9:57 AM
Quote Expiration: 6/30/2017
Effective Date*: 9/1/2017
Contract Number:
Contract Expiration Date:
AX Account Number: 446518

Ship To:
 Ryan Snider
 Spokane Police Dept. - WA
 1100 W. Mallon Avenue
 Spokane, WA 99260
 US

Bill To:
 Spokane Police Dept. - WA
 1100 W. Mallon Avenue
 Spokane, WA 99260
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Dan Hilderman		dhilderman@taser.com	Fedex - Ground	Net 30

*These subscriptions have been prorated for the duration of the existing contract and will be up for renewal at the expiration date listed above.

YEAR 1 - HARDWARE & EVIDENCE.COM - DUE
 NET 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
38	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 8,208.00	USD 0.00	USD 8,208.00
225	85123	EVIDENCE.COM UNLIMITED LICENSE YEAR 1 PAYMENT	USD 948.00	USD 213,300.00	USD 29,925.00	USD 183,375.00
9,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
50	89101	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 468.00	USD 23,400.00	USD 0.00	USD 23,400.00
1,500	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
225	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 40,500.00	USD 20,250.00	USD 20,250.00

YEAR 1 - HARDWARE & EVIDENCE.COM - DUE NET 30 Tax Amount:	USD 20,700.51
YEAR 1 - HARDWARE & EVIDENCE.COM - DUE NET 30 Discount:	USD 50,175.00
YEAR 1 - HARDWARE & EVIDENCE.COM - DUE NET 30 Net Amount Due Including Taxes:	USD 255,933.51

YEAR 2 - EVIDENCE.COM

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
225	85124	EVIDENCE.COM UNLIMITED LICENSE YEAR 2 PAYMENT	USD 948.00	USD 213,300.00	USD 0.00	USD 213,300.00
9,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
50	89201	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 468.00	USD 23,400.00	USD 0.00	USD 23,400.00
1,500	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
225	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 40,500.00	USD 0.00	USD 40,500.00
38	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 8,208.00	USD 0.00	USD 8,208.00
YEAR 2 - EVIDENCE.COM Tax Amount:						USD 25,115.90
YEAR 2 - EVIDENCE.COM Net Amount Due Including Taxes:						USD 310,523.90

YEAR 3 - EVIDENCE.COM

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
225	85125	EVIDENCE.COM UNLIMITED LICENSE YEAR 3 PAYMENT	USD 948.00	USD 213,300.00	USD 0.00	USD 213,300.00
9,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
50	89301	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 468.00	USD 23,400.00	USD 0.00	USD 23,400.00
1,500	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
225	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 40,500.00	USD 0.00	USD 40,500.00
38	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 8,208.00	USD 0.00	USD 8,208.00
YEAR 3 - EVIDENCE.COM Tax Amount:						USD 25,115.90
YEAR 3 - EVIDENCE.COM Net Amount Due Including Taxes:						USD 310,523.90

YEAR 4 - EVIDENCE.COM

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
225	85126	EVIDENCE.COM UNLIMITED LICENSE YEAR 4 PAYMENT	USD 948.00	USD 213,300.00	USD 0.00	USD 213,300.00
9,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
50	89401	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 468.00	USD 23,400.00	USD 0.00	USD 23,400.00
1,500	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
225	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 40,500.00	USD 0.00	USD 40,500.00
38	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 8,208.00	USD 0.00	USD 8,208.00
YEAR 4 - EVIDENCE.COM Tax Amount:						USD 25,115.90
YEAR 4 - EVIDENCE.COM Net Amount Due Including Taxes:						USD 310,523.90

YEAR 5 - EVIDENCE.COM

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
225	85127	EVIDENCE.COM UNLIMITED LICENSE YEAR 5 PAYMENT	USD 948.00	USD 213,300.00	USD 0.00	USD 213,300.00
9,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
50	89501	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 468.00	USD 23,400.00	USD 0.00	USD 23,400.00
1,500	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
225	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 40,500.00	USD 0.00	USD 40,500.00
38	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 8,208.00	USD 0.00	USD 8,208.00
YEAR 5 - EVIDENCE.COM Tax Amount:						USD 25,115.90
YEAR 5 - EVIDENCE.COM Net Amount Due Including Taxes:						USD 310,523.90

Subtotal	USD 1,376,865.00
Estimated Shipping & Handling Cost	USD 12.96
Estimated Tax	USD 121,164.11
Grand Total	USD 1,498,042.07

Axon Body 2 Shipping

Axon Body 2 is available for delivery between 8-10 weeks after purchase date. You will be notified if there are any delays. Axon reserves the right to make product changes without notice.

This quote has licenses and TAP for the hardware previously shipped on Q-70494. Agency will receive TAP replacements 2.5 and 5 years after the start date of this contract.

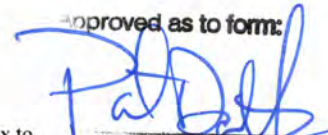
**Axon Enterprise, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and Axon's Master Services and Purchasing Agreement posted at www.axon.com/legal. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: David K. Condon Date: 6-26-17
 Name (Print): DAVID CONDON Title: MAYOR
 PO# (if needed): _____

Quote: Q-99399-3

Please sign and email to Dan Hilderman at dhilderman@taser.com or fax to


Approved as to form:


 City Attorney



THANK YOU FOR YOUR BUSINESS!

Protect Life® and TASER® are registered trademarks of Axon Enterprise, Inc. registered in the U.S.
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Attest:


 Spokane City Clerk

**Briefing Paper
City of Spokane
Public Safety Committee
Axon Enterprise, Inc-Body Camera Contract
June 19, 2017**

Subject

Contract – Five year contract with Axon Enterprise, Inc.
The contract will be effective September 1, 2017 and is effective through the year 2022.

Background

In 2013, City Council approved an EBO to fund several DOJ recommendations. One of the items funded was a Sole Source contract for Body Cameras with Taser International, OPR 2013-0689 and RES 2013-0069.

The initial purchase of a three year contract funded 220 Axon Flex body cameras, 220 TaserX26Ps, and the data management system Evidence.com to store body camera videos and Taser usage information.

The contract with Taser International now Axon Enterprise, Inc has expired and the storage capacity for body camera videos has been exceeded.

The new contract offers an unlimited storage feature for videos and remains a Sole Source vendor. Axon Enterprises is a sole provider of items that are compatible with existing equipment, services and warranties. Body cameras can only upload to Evidence.com which is a cloud based storage for all SPD body camera videos (nearly 210,000 SPD videos to date in E.com). This camera is made by AXON, warrantied, replaced and repaired by AXON. Necessary features for the camera include: Axon Sync, Axon View, Axon capture, all of which are necessities for officers in the field. Evidence.com stores the digital Evidence and is the software used to redact and edit body camera footage as well as pictures and other related video. The software or Evidence.com is also the only item SPD can use with the Taser Electronic Control Device all officers have currently and it stores the data from these weapons.

The contract costs are outlined below and they are providing a discount in year 2017 of \$54,590.39. 2017-\$255,933.51 and \$310,523.90 each subsequent year.

With this contract, the Agency will receive equipment replacements 2.5 and 5 years after the start date of the contract.

The contract has an appropriation termination clause in section 15.2, whereas if the agency does not receive budgeted funds in a year for the software, then the contract may be terminated in that fiscal year.

Impact

Increased transparency in SPD

Action

Approval of contract

Funding

Asset Management (5901) and IT Funding (5310)



City of Spokane

Minor Contract Summary

OPR # OPR #2013-0689
 Cross Ref RES 2013-0069
 Destruct Date 2029
 Clerk's Dist. 12/22/17 SR

Incomplete submissions will be returned to the Department until all requirements are met.
 (Summary to be printed on blue paper)

Department Name Spokane Police Department
 Department Project # Axon Enterprise, Inc. - Body Cameras

New Contract
 CR # 18773
 Date: 12/14/2017

Contractor/Consultant

Name: Axon Enterprise, Inc.
 Address: 17800 N. 85th St. Remittance Address: Same
 City, State, Zip: Scottsdale, AZ 85255 City, State, Zip: _____

Summary of Services

Contract Amendment between the City of Spokane Police Department and Axon Enterprise, Inc. for 15 additional body cameras with licenses along with 5 additional licenses for Prosecutor's Office to view and disseminate body camera videos. Total cost for five (5) year term will be \$111,247.02. Year 2017 with tax and shipping is estimated at \$24,241.82 and each of the four (4) years thereafter is estimated at \$21,751.30 each year.

Amount: \$ 24,241.82 Budget Code: 5901 79115 21250 54820 \$12,585.99 / 5901 79115 21250 53524 \$6,629.27
 Amount: _____ Budget Code: 5901 79115 21250 53502 \$3,329.28 / 0500 15100 15300 53104 \$1,697.28
 Maximum Amount: \$ 111,247.02
 Beginning Date: 09/01/2017 Expiration Date: 12/31/2022 Open-Ended:

- Quotes (per Purchasing Policy to be kept on file in Dept.)
- Insurance Certificate (attach to the contract)
- City Business Registration (attach verification that a current business license number exists)
- If Public Works Contract, Contractor has been notified of State Law requirements.
- Grant Related (if the contract is grant related, the Grants Management Department must sign below)
- Vendor is already set up for ACH payments or the *Accounts Payable Vendor ACH Enrollment Form* has been submitted to Accounting. Do not attach ACH form to the contract documents.

RECEIVED
DEC 21 2017
 CITY CLERK'S OFFICE

Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: Connie Wahl X6411
 Funds are available in the appropriate budget account
 Accountant *Silva Wade*
 Signature _____
 Department Head *Connie Wahl*
 Signature _____
 Other _____
 Signature _____
 Grants Mgt. (if applicable) _____
 Signature _____

Date 12/20/17
 Date 12/20/17
 Date _____
 Date _____

Distribution List

Contractor E-mail: <u>dhilderman@axon.com</u>	Contract Accounting
Dept. Contact E-mail: <u>spdfinance@spokanecity.org</u>	Taxes and Licenses
<u>cwahl@spokanecity.org</u>	<u>mdoval@spokanecity.org</u>

Axon Enterprise, Inc.

Protect Life.

17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737
 Fax: (480) 991-0791



Ryan Snider
 (509) 363-8225
 rsnider@spokanepolice.org

Quotation

Quote: Q-144744-2
Date: 12/5/2017 9:10 PM
Quote Expiration: 12/31/2017
Effective Date*: 10/1/2018
Contract Number: 00012356
Contract Expiration Date: 8/31/2022
AX Account Number: 446518

Ship To:
 Ryan Snider
 Spokane Police Dept. - WA
 1100 W. Mallon Avenue
 Spokane, WA 99260
 US

Bill To:
 Spokane Police Dept. - WA
 1100 W. Mallon Avenue
 Spokane, WA 99260
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Dan Hilderman		dhilderman@taser.com	Fedex - Ground	Net 30

*These subscriptions have been prorated for the duration of the existing contract and will be up for renewal at the expiration date listed above.

Year 1

Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
15	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 399.00	USD 5,985.00	USD 0.00	USD 5,985.00
15	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
15	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
15	11553	SYNC CABLE, USB A TO 2.5MM	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 70.00	USD 0.00	USD 70.00
2	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,495.00	USD 2,990.00	USD 0.00	USD 2,990.00
2	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 144.00	USD 288.00	USD 0.00	USD 288.00
15	80082	UNLIMITED BWC BUNDLE: YEAR 1 PAYMENT	USD 632.00	USD 9,480.00	USD 0.00	USD 9,480.00
600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
20	80052	CAD/RMS SERVICE ADD-ON: YEAR 1 PAYMENT	USD 120.00	USD 2,400.00	USD 600.00	USD 1,800.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
50	11553	SYNC CABLE, USB A TO 2.5MM	USD 10.00	USD 500.00	USD 500.00	USD 0.00
5	80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 312.00	USD 1,560.00	USD 0.00	USD 1,560.00
150	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 1 Tax Amount:						USD 1,951.23
Year 1 Discount:						USD 1,100.00
Year 1 Net Amount Due Including Taxes:						USD 24,124.23

Year 2

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
5	80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 468.00	USD 2,340.00	USD 0.00	USD 2,340.00
150	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
20	80053	CAD/RMS SERVICE ADD-ON: YEAR 2 PAYMENT	USD 180.00	USD 3,600.00	USD 600.00	USD 3,000.00
2	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 432.00	USD 0.00	USD 432.00
15	80083	UNLIMITED BWC BUNDLE: YEAR 2 PAYMENT	USD 948.00	USD 14,220.00	USD 0.00	USD 14,220.00
600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 2 Tax Amount:						USD 1,759.30
Year 2 Discount:						USD 600.00
Year 2 Net Amount Due Including Taxes:						USD 21,751.30

Year 3

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
5	80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 468.00	USD 2,340.00	USD 0.00	USD 2,340.00
150	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
20	80054	CAD/RMS SERVICE ADD-ON: YEAR 3 PAYMENT	USD 180.00	USD 3,600.00	USD 600.00	USD 3,000.00
2	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 432.00	USD 0.00	USD 432.00
15	80084	UNLIMITED BWC BUNDLE: YEAR 3 PAYMENT	USD 948.00	USD 14,220.00	USD 0.00	USD 14,220.00
600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 3 Tax Amount:						USD 1,759.30
Year 3 Discount:						USD 600.00
Year 3 Net Amount Due Including Taxes:						USD 21,751.30

Year 4

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
5	80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 468.00	USD 2,340.00	USD 0.00	USD 2,340.00
150	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
20	80055	CAD/RMS SERVICE ADD-ON: YEAR 4 PAYMENT	USD 180.00	USD 3,600.00	USD 600.00	USD 3,000.00
2	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 432.00	USD 0.00	USD 432.00
15	80085	UNLIMITED BWC BUNDLE: YEAR 4 PAYMENT	USD 948.00	USD 14,220.00	USD 0.00	USD 14,220.00
600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 4 Tax Amount:						USD 1,759.30
Year 4 Discount:						USD 600.00
Year 4 Net Amount Due Including Taxes:						USD 21,751.30

Year 5

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
5	80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 468.00	USD 2,340.00	USD 0.00	USD 2,340.00
150	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
20	80056	CAD/RMS SERVICE ADD-ON: YEAR 5 PAYMENT	USD 180.00	USD 3,600.00	USD 600.00	USD 3,000.00
2	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 432.00	USD 0.00	USD 432.00
15	80086	UNLIMITED BWC BUNDLE: YEAR 5 PAYMENT	USD 948.00	USD 14,220.00	USD 0.00	USD 14,220.00
600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 5 Tax Amount:						USD 1,759.30
Year 5 Discount:						USD 600.00
Year 5 Net Amount Due Including Taxes:						USD 21,751.30

Subtotal	USD 102,141.00
Estimated Shipping & Handling Cost	USD 117.59
Estimated Tax	USD 8,988.43
Grand Total	USD 111,247.02

Hardware Shipping Estimate

Typically, hardware shipment occurs between 4 – 6 weeks after purchase date. Product availability for new or high demand products may impact delivery time.

**Axon Enterprise, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and Axon's Master Services and Purchasing Agreement posted at <https://www.axon.com/legal/sales-terms-and-conditions>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: Craig Meidl Date: 12/20/17
Name (Print): Craig Meidl Title: Chief
PO# (if needed): CR 18773 - DPR 2013-0689

Quote: Q-144744-2

Please sign and email to Dan Hilderman at dhilderman@taser.com or fax to

THANK YOU FOR YOUR BUSINESS!

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Approved as to form:
Pat Daulton
Assistant City Attorney



Attest: Kim Haste
Spokane City Clerk (12-20-17)

budget codes from Erika for axon quote #Q-144744-2 and allocated dollar amounts

budget code	description	item # to use per ryan	item \$	subtotal	tax	total	freight add	.01 tax round up	all in total
5901 79115 21250 54820	software maintenance	87026	288.00						
		80082	9,480.00						
5901 79115 21250 53524	cameras	80052	1,800.00	11,568.00	1,017.98	12,585.98		0.01 (tax adj up)	12,585.99
5901 79115 21250 53502	items relating to cameras (cables, mounts,	74001	5,985.00	5,985.00	526.68	6,511.68	117.59	added freight from quote	6,629.27
		70033	70.00						
0500 15100 15300 53104	prosecutor licenses	74008	2,990.00	3,060.00	269.28	3,329.28			3,329.28
		80022	1,560.00	1,560.00	137.28	1,697.28			1,697.28
			subtotal	22,173.00					
			tax	1,951.22					
			total	24,124.22					
			freight	117.59					
			grand total	24,241.81					

NOTE: I PUT THE SHIPPING AND HANDLING ON THE CAMERA BUDGET quote rounded up tax +.01

grand total entered as: **24,241.82** (double checked for total)

24,241.82

Taser/Axon Contract OPR 2013-0689	2013	2014	2015	2016	2017	2018	2019	2020	2021	
Original Contract	797,482.25									For purchase of 220 body cameras and licenses
Amend #1	2,036.89									Amendment for purchase of replacement batteries
Amend #2		1,056.15								Amendment for 6 dataport download kits
RC 2013-0689 002	(265,891.78)									
RC 2013-0689 003		(533,627.36)								
Amend #3										No-Cost amendment to swap from flex camera system to body camera system
Amend #4										No-cost amendment to upgrade from Axon Body 1 cameras to new Axon Body 2 cameras
CA 29957		(1,056.15)								
Amend #5/ CR19795				255,933.51	310,523.90		310,523.90	310,523.90	310,523.90	Contract renewal that obligated 220 cameras + licenses for a 5 year term
Amend #6/ CR19795				24,241.82	21,751.30		21,751.30	21,751.30	21,751.30	Amendment to add 15 more cameras and licenses and 5 year contract terms
CPSI1505049				(255,933.51)						
CPSI1516546				(12,585.99)						
CPSI15165461				(11,590.01)						
CPSI1519852				(76.16)						

Contract Balance at YE	533,627.36	1,056.15	0.00	0.00	(10.34)	332,264.86	664,540.06	996,815.26	1,329,090.46
Funding	799,519.14	1,056.15	(1,056.15)	-	280,175.33	332,275.20	332,275.20	332,275.20	332,275.20
Cummulative Funding	799,519.14	800,575.29	799,519.14	799,519.14	1,079,694.47	1,411,969.67			
Payments/CA's	(265,891.78)	(533,627.36)			(280,185.67)				

\$ 1,079,694.47 Matches FMS for total dollars loaded

Summary (Background)

Approval of a contract with Axon Enterprise, Inc for body cameras offers an unlimited storage feature for videos and remains a Sole Source vendor. Axon Enterprises is a sole provider of items that are compatible with existing equipment, services and warranties. Approval of the 2017 contract obligates \$253,933.51 through a partial 2018 year. Contract costs are as follows: 2017-\$255,933.51 **2018-\$310,523.90** 2019-\$310,523.90 2020-\$310,523.90 2021-\$310,523.90

Summary of Services

Contract Amendment between the City of Spokane Police Department and Axon Enterprise, Inc. for 15 additional body cameras with licenses along with 5 additional licenses for Prosecutor's Office to view and disseminate body camera videos. Total cost for five (5) year term will be \$111,247.02. Year 2017 with tax and shipping is estimated at \$24,241.82 and each of **the four (4) years thereafter is estimated at \$21,751.30 each year.**

Document: SC 2013-0689 000				
Tran	Item Item Desc	Quantity Ref Date	Price Ref Doc	Amount
	MOD5600	11/17/17	AP Approved	1,055,452.65
	MOD5600	12/29/17	AP Approved	1,079,694.47
001	TASERS	220.0000	848.4000	186,648.00